# 8/178562.D/S

JNOFFICIAL CC

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

ICM 20-07207-7

28TH THIS INDENTURE, Made this PATRICIA M. GIBBONS AND

day of

OCTOBER

. 1988 . between

MARTIN J. GIBBONS, her husband

88508525

Mortgagor,

ICM MORTGAGE CORPORATION

a corporation organized and existing under the laws of

The State 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

NINETY THOUSAND FIVE HUNDRED FIFTY AND 00/100-----

Dollars (\$ 90,550.00

payable with interest at the rate of EIGHT AND ONE-HALF per centum ( 8.500 %) per annum off the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 6061 South Willow Drive, Suite #300, Englewood, Colorado

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 NINTTY SIX AND 26/100----Dollars (\$ on the first day of DECEMBER , 19 88, and a like sum on the first day of each and every month thereafter until the note is fully raid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2018.

NOW, THEREFORE, the said Morrangor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and a reements 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 and the State of Illinois, to wit: COOK

LOT 81 IN TIFFANY PLACE UNIT 2, REFING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1987 AS DOCUMENT NUMBER 87-511645, IN COOK COUNTY, ILLINOIS.

PIN # 06-14-402-004 06-14-301-005

Auto p Au TOGETHER with all and singular the tenements, hereditaments and appurtenances thereun to be longing, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distribiliting heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standin, on laid 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 he ehy 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 Illinos, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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

\*See Adjustable Rate Rider.

Property of Cook County Clerk's Office

88508525

AND IN THE EVENT The this mortgage, and upon the filing of any bill for that purpose, the easily in which such bill is thed may at any since theseates, easies before or after sale, and without notice to the said Morigagor, or any party claiming under said Morigagor, and without regard in the solvency or insolvency at the time of such applications for appearances of a recover, or for an order to place Morranger in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, 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 hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wher in 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 ettorneys 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 additionly indebtedness secured hearly and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL 25 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 a id 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 thirty (30) days after written demand therefor by Mortgagor, execute a release of se disfaction 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 1, me 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 ner ... Wherever used, the singular number shall include the plural,

the plural the singular, and the masculine gender shall include the formine. WITNESS the hand and seal of the Mortgagor, the day and year (irra written, TABON! **GIBBONS** (SEAL) (SEAL) STATE OF ILLINOIS 5.5. سفها , a notary public, in anu feethe county and State the Undersigned aforesaid, Do Hereby Certify That

PATRICIA M. GIBBONS AND MARTIN J. GIBBONS, her husband

to be the same person whose name

, personeny known to me subscribed to the foregoing instrument, appeared before me this THEIR

mmi signed, sealed, and delivered the said instrument as THEY day in person and acknowledged that including the release and waiver of the right of homestead.

ARE

GIVEN Under my hand and Notacial State Bush Illim STH OFFICE Bush Illim STH OFFICE Bush Illim State State of Illim State St Utricing SEAL

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Diane L. Bush

Diane State of Hind 1991

Notary Public State of Feb. 4, 1991

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What OCTOBER 88 . A. D. 19 day Holery Public Skrolles Feb.

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Hydran Skrolles Feb. Notary Public DOC. NO. County, Illinois, on the day of A.D. 19

m., and duly recorded is of o'clock Page at

Prepared by: JENNIFER S. HANSEN RETURN TO: ICM MORTGAGE CORPORATION 2500 W. Higgins Road

HUD-92116M (5-80)

Hoffman Estates, Illinois 60195 \*\*SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS AND CONDITIONS OF THIS MORTGAGE.

ICM FORM #20-12 (6-86)

That privilege is reserved to pay the debt in whole, or man amount equal to one or more monthly pay ments on the principal that are AND the said Mortgagor further covenants and agrees as follows:

such privilege is given at least thirty (30) days prior to prepayment. next due note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to excesses

the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and 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: That, together with, and in addition to, the monthly payments of principal and interest pyable under the terms of the note secured

date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due (I) If and so long as said note of even date and this instrument are insured or are reinsured under the proximities of the Secretary of Housing and Urban Development, as follows;

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Regulations thereunder; or Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable

taking into account delinquencies or prepayments; twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-

month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (b) A sum equal to the ground tents, if any, next due, plus the premiums that will next become due and payable on policies of fire

hereby shall or added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secuted by Mor's see in trust to pay said ground rents, premiums, taxes and special assessments; and

to be applied by the Mortgagee to the following items in the order set forth:

charge (in h.u of mortgage insurance premium), as the case may be; (I) premint on teasures under the contract of insurance with the Secretary of Housing and Urban Development, or monthly

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

(III interest on the cote secured hereby; and

hereby immediately due and payable.

.oton bias off the raincipal of the said note.

i non tag manpuling delinquent payments. to exceed four cents (4¢) for each do at (51) for each payment more than lifteen (15) days in arrears, to cover the exita expense date of the next such payment, co isi ute an event of default under this mortgage. The Mortgagee may collect a "late charge" not Any deficiency in the amount of "ny such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due

principal then remaining unpaid under said note and shall properly adjust any payments with charled been made under subsection balance then remaining in the funds accumulated under subsection (b) of the precedes "s, a suraph as a credit against the amount of Mortgagee shall apply, at the time of the commencement of such proceedings of ", the time the property is otherwise acquired, the resulting in a public sale of the premises covered hereby, or if the Mortgagre acquires the property otherwise after default, the provisions of subsection (b) of the preceding paragraph. If there shall be a detault under any of the provisions of this mortgage obligated to pay to the Secretary of Housing and Urban Development, and advise remaining in the funds accumulated under the Mortgagor all payments made under the provisions of subsection (a) of the paregraph which the Mortgagee has not become indebledness represented thereby, the Mortgagee shall, in computing the mount of such indebtedness, credit to the account of the Mortgagor shall tender to the Mortgagee, in accordance with the r. ovisions of the note secured hereby, full payment of the entire on or before the date when payment of such ground rents, taxes, ass saments, or insurance premiums shall be due. If at any time the same shall become due and payable, then the Mortgagor shall part to the Mortgagoe any amount necessary to make up the deficiency, paragraph shall not be sufficient to pay ground rents, taxes and assessments, or insurance premiums, as the case may be, when the refunded to the Morigagot, If, however, the monthly an made by the Morigagor under subsection (b) of the preceding excess, if the loan is current, at the option of the Mori, and the credited on subsequent payments to be made by the Mortgagor, or payments actually made by the Mortgagee for ground 1 ints, taxes, and assessments, or insurance premiums, as the case may be, such If the total of the payments made by the Mortgagor, under subsection (b) of the preceding paragraph shall exceed the amount of the

described. Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Marigagor does hereby assign to the (a) of the preceding paragraph.

for such periods as may be required by the Morigagee and will pay promptly, when due, any premiums on such in drance provision for required from time to time by the Mortgagee against loss by fire and other hazards, casualties and continge teles in such amounts and THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged preperty, insured as may be

all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagec instead Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and Morgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss All insurance shall be earried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the payment of which has not been made hereinbefore.

the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not. and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the

deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated this mortgage, declining to insuts said note and this mortgage, being THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance identificational Housing Act within 90 DAYS from the date hereof (written statement of any officer of the from the date hereof (written statement of any officer of the under the National Housing Act within

principal sum rentaining unpail topert he con, shall, at the click on the M omobbe, without notice, become or star accreted intere (30) days after the date thereof, or in case of a breach of any other covenant or agreement perein stipulated, then the whole of said IN THE VEVE of delaying in which many monthly pryment provided for besein and in this piece accessed secretaring of thirty.

#### FHA DUE-ON-TRANSFER RIDER

ICM # 20-07207-7

This Rider, dated the  $$_{\rm 28TH}$$  day  $_{\rm OCTOBER}$  , 19  $_{\rm 88}$  , amends the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of even date by and between the undersigned, (the "Borrower"), and ICM MORTGAGE CORPORATION, (the "Lender").

In addition to the covenants and agreements made in the Security Instrument, Porrower and Lender further covenant and agree to the following:

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 part of the property is sold or otherwise transferred (other than by devise, descent or organism of law) by the Mortgagor pursuant to a contract of sale executed not later than 12 months after date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commiss orer.

IN WITNESS WHEREOF, the Borrower has set his hand and seal on the day and year first aforesaid.

Signed, sealed and delivered in the presence of

PATRICIA M. GIBBONS

Alan N (Seal)

MARTIN J. GIBBONS

(Seal)

(Seal)

ICM 921(11/86) - Revised 2/88
Multistate FHA Due-on-Tranfer Rider

88508525

# 88508525

# **UNOFFICIAL COPY**

ICM# 20-07207-7

#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this.	178S	_day of _OCTOBER	1988
and is incorporated into and shall be deemed to amend a	nd suppleme	nt 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 ICM MORTGAGE CORPORATION			
("Mortgagee"), covering the premises described in the Mortgage and located at:			
45 NORTH OLTENDORF ROAD STREAMWOOD	, ILLINOIS	60107	
(Property Address)			

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 (In tial 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 a justed, 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 1990 (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 Fideral Reserve Bulletin and made available by the United States Treasury Department in Statistica! 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) 2.0 percentage points (2.0 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the rearest 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 receiving 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.

over no default in any payment on the Note but that all prepayments on the Note have been mincipal balance will be deemed to be the amount due on such Change Date assuming there has necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid monthly installment payments of principal and interest to determine the amount which would be If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the uereunder. index) and after the date of such notice the substitute index will be deemed to be the Index of any such substitute index (giving all necessary information for Mortgagor to obtain such Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Interest Rate in subsequent years. excess of one percentage point must be carried over for inclusion in adjustments to the Existing provisions of 24 CFR 203.49 (e) (1) and 234.79 (e) (1) which require that changes in the Index in

or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether

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

which may be required by law from time to time. calculating the adjustment to the monthly installment payments, and (vii) any other information installment paymants, calculated as provided above, (v) the Current Index, (vi) the method of interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing payments of principal and interest, calculated as provided above. Each Adjustment Notice will change in he Existing Interest Rate and of the revised amount of the monthly installment the Intrage Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before

(caused by the recalculation of such amount inder Subparagraph 4(a) for any payment date occurring less than thirty (30) days after More see thas given applicable Adjustment Sotice to Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount Adjustable Rate Rider or the Mortgage, Afortgagor will be relieved of any obligation to pay, and Adjustment Notice to Mortgagor. Merajihstanding anything to the contrary contained in this payment date which occurs at least hirty (30) days after the Mortgagee has given a further Notice to Mortgagor. Mortgagor, will continue to pay the adjusted monthly installment amount set forth in the last Adjustmen Votice given by the Mortgagee to Mortgagor until the first inomisula date which occurs as thirty (30) days after the Mortgage called aving given the Adjustinous ieriff of the grinning of inome inomilisteri yithinom botsuids off ver of esorge rongeging.

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 Chinge Date when the Existing Interest Rate was so reduced, from the date each such Excess Exprent was made by deemed to be the mortgagee, or mortgagees, who received such Ex. 33. Payments, whether or not either (1) demand the return from Mortgagee (who for the purpeases of this sentence will be Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may 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 Existing Interest Rate was reduced on a Change Date and (ii) Mortgagee failed to give the Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Mortgagor.

Nothing contained in the Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate together with all interest thereon calculated as provided above, be applied as nayments against Mortgagor to repayment, or (2) request that all or any portion of such fricess Payments,

payments of principal and interest, as provided for herein. Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing

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

MITHAM TOBESTIOM Mortgagor PATRICIA

(c)

(1)

(5)

the interest rate is adjusted.

Rate Rider.

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#### MORTGAGE RIDER

This Rider, dated the <u>28TH</u> day of <u>OCTOBER</u>, 19 88 amends the Mortgage of even date by and between <u>PATRICIA M. GIBBONS AND MARTIN J. GIBBONS</u>, her husband , the Mortgagor, and ICM Mortgage Corporation, the Mortgagee, as follows:

1. Page 2, the first covenant of the Mortgagor which reads as follows is deleted:

"That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment"

2. Page 2, the first covenant of the Mortgagor Is amended to read:

"Privilege is reserved to pay the debt in whole or in part, on any installment due date."

- 3. Page 2, the secon revenant 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 therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
  - (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
    - ground rents, if any, taxes, special assisments, fire, and other hazard insurance premiums;
    - ( II) interest on the note secured hereby; and
    - ( III) amortization of principal of the said note.

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

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtness represented

thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

4. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the nacroage insurance premium to the Department of Housing and Urban Development.

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

PATRICIA M. GIBBONS

(Seal)

MIRTIN J. GIBBONS

Signed, sealed and delivered in the presence of

соок солиту кесоврея

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FHA MIP/Prepayment Rider (Illinois)

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