### State of Illinois

### Mortgage

88105429

131:5300302-751

This Indenture, made this PAUL A. ZWOLFER, a bachelor

day of MARCH

, 19 88 , between

MID-AMERICA MORTGAGE CORPORATION

THE STATE OF ILLINOIS

. Mortgagor, and Mortgagee.

a corporation organized and existing under the laws of 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

SIXTY-NINE THOUSAND AND 00/100 ----payable with interest at the rate of \*\*\*

Dollars (\$ 69,000.00

EIGHT AND ONE HALF %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

9TH

per centum ( 8,50 BURR RIDGE, ILLINOIS

at such other place as the tolder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FIVE HUNDRED THIRTY AND 55/100 -----

----- Dollars (\$ 530.55

, 1988 , and a like sum on the first day of each and every month thereafter until the note on the first day of is fully paid, except that the final perment of principal and interest, if not sooner paid, shall be due and payable on the first day . 2018

Now, Therefore, the said Mortgagor, for the better see aring 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 and the State of Illinois, to wit:

LOT 32 IN EDWIN M. SCHMIDT'S WRIGHTWOOD AVENUE SUBDIVISION OF LOTS 2 AND 3 IN CIRCUIT COURT PARTITION OF THE WEST HALF OF THE SOUTH FAST QUARTER (EXCEPT THE SOUTH 33-1/3 ACRES) AND THE NORTH HALF OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 33-1/3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER:

13-29-417-002 &CO4

The Riders to the Mortgage attached hereto and executed of even date herewith are incorporated herein and the covenants and agreements of the Riders shall amend and supplement the covenants and agreements of this Mortgage.

THIS INSTRUMENT PREPARED BY:

SUSAN R. CLARK

AFTER RECORDING, RETURN

MID-AMERICA MORTGAGE CORPORATION

361 FRONTAGE ROAD

BURR RIDGE, ILLINOIS 60521

THRERE TRAN 5961 15/14/88 09:31:00 #3040 # 15 \*---

COOK COUNTY RECORDER

\*\*\*SEE ADJUSTABLE

2555 NORTH MASON AVENUE CHICAGO, IL 60639

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

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

7 MAIL 24 CFR 203.17(a)

			8	•			
			STATES SA				
	5000 M		3				
	1000		~				
٠.	3						
	O,						
	<del></del>	0	-				
4.D. 19	јо кер	is, on the	County, Inn. of	in Book	рардооод Хүпр риг	? "w	at o'clock
0, 4,1		O s'rabrocossa sitt i Secondaria	0,	ж. ;			Doc. No.
Notary: Public	<u> </u>	-2-2-		2 [	1991, 14, 1991		W
88 91 .Q.A .	MARCH	13	****			EDWARD G	}
		e sensist sin gine.	HT6	74	Leo Statute Scal	<del>~~~~</del>	
SIH	egoing instrument, appea he said instrument as ind waiver of the right o	d, and delivered ti	olasa, seale	viotedt 25200		acknowledged	
	<b>CARCARI</b> (e: bersonally kno					ns 7 (danah oʻ	XXX
for the county and State	a notary public, in and				ТСИЕР	the ofders	1
						Cook	County of
						sioni	ill do otals
				- 11-11			
[R92]			[ko2]	//		<del>- , ,,</del> -	
[IE92]			linas]	I de la constante de la consta	DLFER ,	VOL A. ZW	d
	HEREOF FOR ADDIT	THAT A PART	•สอษอก	THIS MOR	DITIONS OF	S VND CON	COVENANT
	4VB MVM4dII	written.	sand year first	agor, the da	seal of the Mortg	bns bnsd sdi Ag alfaatte	Winess Winess

# UNOFFICIAL COPY,

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

#### And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises: to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes mad 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 Nortgager on account of the ownership thereof; (2) a sum sufficient meters 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 Morragor 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 in debtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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

And the said Mortgagor further covenants and agrees as follows:

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

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

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (a) 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 definquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and

special assessments; and

- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
- (l) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (li) interest on the note secured hereby;
- (III) amortization of the principal of the said note; and
- (iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (44) for each don's (\$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 rer (s. Jaxes, 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 Morragor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall he p default under any of the provisions of this mortgage resulting it 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 commence ment 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 unpolic under said note.

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

That He Will Keep the improvements now existing or bereafter 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. 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

Ô

### **UNOFFICIAL COPY**

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.

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 another, the original liability of the Mortgagor.

Morigagee.

If the Mortgagor shall pay soid note at the time and in the manner aloresaid and shall thic by, comply with, and duly perform all the covenants and research herein, then this conveyance shall be null and void and hortgagee will, within thirty (30) days after written demand thereor 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 earlier execution or delivery of such release or satisfaction by earlier execution or delivery of such release.

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) posse "whorized in the mortgage with interest on such advances at the face set forth in the note secured hereby, from the time such advances are made; (3) all the accured interest remaining such advances are made; (3) all the accured interest remaining unpaid on the includences hereby secured interest remaining principal motery transiting. The overplus of the proceeds of the said the said in the sale, if any, shall then be paid to the Mortgagor.

An in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be
sllowed for the solicitor's fees, and stenographers' fees of the
complainant in such proceeding, and also for all outlays for
tible 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, its costs and
expenses, and the reasonable fees and charges, its costs and
expenses, and the reasonable fees and charges its costs and
or solicitors of the Mortgagee, so made parties, for services in
such suit or proceedings, shall be a further lien and charge upon
such suit or proceedings, shall be a further lien and charge upon
shall become so much additional indebtedness secured hereby
and be allowed in any decree foreclosing this mortgage.

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 said premises, 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 insulance in such amounts as shall have been reguired by the Mortgagee; lease the said premises to the Mortgagee; lease the said premises to the Mortgage or others upon such tetms 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 persons and expend itself such amounts as are reasonably persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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

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 temaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

Urban Development.

bna gaisuoH lo insurancia Department of Housing and tional Housing Act is due to the Mortgagee's failure to remit the Housing Act is due to the Mortgagee's failure to remit the Ma-Mortgagee when the incligibility for insurance under the National withstanding the foregoing, this option may not be exercised by the declare all sums secured hereby immediately due and pay be Notty), the Mortgagee or the holder of the note may, at its cotion, and this mortgage being deemed conclusive proof of such ineligibilitime from the date of this mortgage, declining to inst re said note (06) yasnin appopulation appropries agent of the Secretary of Housing and Ordan Development dated Destination to married eved madry bing saithorized National Flousing Act, within pinety (90) from the date hereof twitten statement of any officer of the the note secured hereby not be slighte for insurance under the The Mortgagor Furthes a real that should this mortgage and

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

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 Mortgagee instead of to the Mortgagee instead of to the or any part thereof, may be applied by the Mortgagee at its option of 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 fore closure of this mortgage or other transfer of title to the mortgaged closure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all property in extinguishment of the indebtedness secured hereby, all policies then in force shall pass to the purchase to any insurance policies then in force shall pass to the purchase to grantee.

### UNOFFICIAL COPY •

#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER	is made this <u>9TH</u>	day of MARCH	, 19 <u>88</u> , and is
THIS ADJUSTABLE RATE RIDER incorporated into and shall be deemed to a	mend and suppleme	nt the Mortgage, D	eed of Trust or Security
Dand ("Mortgage"), of even date herewith	, given by the under	rsigned ("Mortgago:	") to secure Mortgagor's
Adjustable Rate Note ("Note"), of even da	ate herewith, to MILL	described in the \	fortgage and located at
2555 NORTH MASON AVENUE CHICAGO ILLI	-		

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 ONE HALF per centum (8.50 %) 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.
- The first adjustment to the Interest rate (if any adjustment is required) will be effective on the first day of JULY 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 few during the term of the Mortgage ("Change Date").
- 2. Each adjustment to the interest rate will be made based upon the following method of employing the weekly verage 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 Drie, 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 00/100 --- 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 connained 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 at 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 Pate by more than one percentage point, the new adjusted interest rate will be could 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.
  - (1) 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 notily 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.
- If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly intallment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.
- (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment dole which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgager until the first payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after 160 tgagee has given the applicable Adjustment Notice to Morigagor.
- Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was eouced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, had made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagoe (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Etwiss Payments, together with all interest thereon calculated as provided above, be applies as payments against principala
- 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 ٥. adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

EDWARD G. SHENOO Notary Public, State of Illinois My Commission Evoires Mar. 14, 1991 The second second

this A	5 Y SIG djustab	NING le Rat	BELOW, More	rtgagor accept	s and agrees	to the to	erms and	coverants	contained i	in
			ledged in d attested by	<i>:</i> :						
						Da	PAUL A.	ZWOLFER		rigago
T			<b>.</b>				,	,	-Mor	tgago
	OF IL	• —	COOK	COUNTY, s						
9 88	بييي ال		ICIAL SEAL"	as acknowledg	and_	e this	TH day o	1 MARCI	<u>.</u>	<b>,</b>

## **UNOFFICIAL COPY**

Property of Cook County Clark's Office

the first of the

88105429

Elected Granes

### AN AMENDMENT TO PENULTIMATE PARAGRAPH

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.

#### ASSUMPTION RIDER TO MORTGAGE

The Mortgagee shall, with the prior approval of the Federal Houring 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 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

March 9, 1988

Date

Mortgagor

PAUL A. ZWOLFER

Mortgagor

48105429