State of Illinois

Loan #331142-6

FHA Case No

131:5436025

Mortgage

This Indenture, made this 17th day of May , 1988, between Rick Allen Walker, A Bachelor, James P. Walker, A Bachelor and Harold D. Walker, A Bachelor , Mortgagor, and Mortgage Network Company a corporation organized and existing under the laws of The State of Illinois , Mortgagoe.

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 Eighty Eight thousand Five hundred Forty One and 00/100

payable with interest at the rate of Eight

per centum (8,0 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in at such other place as the recker may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Seven Hundred Fifty Three and 00/100

Dollars (\$ 753.00)

on the first day of July 1 , 1988 , and a like sum on the first day of each and every month thereafter until the note

on the first day of July 1, 1988, and a like sum on 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 June 1, 2018.

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

Lot 961 in Woodland Heights, Unit Number 2, being a Subdivision in Section 23 and 26, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat chereof recorded in the Recorder's Office of Cook County, Illinois on November 28, 1958 as Document Number 17389928, in Cook County, Illinois.

0.2...400...020....

Commonly Known as 518 Waverly, Streamwood, Illinois 60107

-98-916447

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

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

Previous edition may be used until supplies are exhausted

Page 1 of 4 \$17.0

HUD-92118-M.1 (9-86 Edition) 24 CFR 203.17(a) \$ 10 \$ 8589

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

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of II hinors, or of the county, lown, village, or city in which the said land is situate, upon the Mortgager on account of the ownership there of; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said in debtedness, insured for the benefic 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 Morangor to make such payments, or to satisfy any prior hen 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 (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, con test 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 tall as estimated by the Mortgagee less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground tents, 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

(h) 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 mouth in a single payment to be applied by the Mortgagee to the following items in the order soft forth:

the ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(II) interest on the note secured hereby;

(III) amortization of the principal of the said note; and

(iv) late charges.

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

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents. taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mort gagor, 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 regis_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 exare indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Morigagor any balance remaining in the funds accumulated under are 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 Mortgaget acquires the property otherwise after default, the Mortgagee shall apply at the time of the commence ment of such proceedings or a the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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

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

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

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

principal money emaining unpaid. The overplus of the proceeds unpaid on the indibiedness hereby secured, and (4) all the said such advances are made; (3) all the accrued interest remaining at the rate our forth in the note secured hereby, from the time esonavba dauz no izeresti interesti ni besiresti on such advances ail the moneys advanced by the Mortgagee, if any, for the purevir ence and cost of said abstract and examination of title; (2) chettors, and stenographers' fees, outlays for documentary satis, advertising, sale, and conveyance, including attorneys. pursuance of any such decree: (1) All the costs of such suit or mortgage and he paid out of the proceeds of any sale made in And There Shall be Included in any decree foreclosing this

form all the covenants and agreements herein, then this conmanner aforesaid and shall abide by, comply with, and duly per If the Mortgagor shall pay said note at the time and in the of the sale, if any, shall then be paid to the Mortgagor

Mortgagee. earlier execution or delivery of such release of violation by waives the benefits of all statutes or laws which require the (30) days after written demand therefor of Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby veyance shall be null and void and Nortengee will, within thirty

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

any manner, the original liability of the Mortgagor.

Wherever used, the singular number shall include the plural, the

successor in interest of the Mortgagor shall operate to release, in

ment of the debt hereby secured given by the Mortgagee to any

It is Expressly Agreed that no extension of the time for pay-

Kraadoad ayr jo uorgaaasaad pug uorgaajoad ayr aor Kiessaaan suran 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 sule 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 Mortgages in possession of the premises, or by the owner of the equity of redemption, as a homestead, enter value of said premises or whether the same shall be then occupied Mortgagee in possession of the premises and without regard to the applications for appointment of a receiver, or for an order to place don't not 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 betore 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

que, the Mortgagee shall have the right immediately to foreclose And In The Event that the whole of said debt is declared to be

notice, become immediately due and payable terest thereon, shall, at the election of the Mortgagee, withour of said principal sum remaining unpaid together with accrued in any other covenant or agreement herein supulated, then the whole thirty (30) days after the due date thereof, or in case of a breach of vided for herein and in the note secured hereby for a period of and the livent of default in making any monthly payment pro-

Urban Development her grienoff to them to the Department of Housing and nough Housing Act is due to the Mortgagee's failure to remit the Riousing Act is due to the Mortgagge's failure to remit the Ma-Mortgagee when the meligibility for insurance under the National withstanding the foregoing, this option may not be exercised by an declare all sums secured hereby animediately due and paycols. Mor (i) the Mortgagee of the holder of the note may, at its option, and this mortgage being deemed conclusive proof of such ricingibili time from the date of this mortgage, declining to insu a said note agi oi ruanbasqns agent of the Secretary of Housing and Urban Development dated Department of Housing and Urban Development or authorized from the date hereof twenten statement of any officer of the

National Housing Act, within the note secured hereby not be algible for insurance under the The Mortgagor Further Aprees has should this mortgage and

secured hereby, whether due or not the Mortgages to be apply d by it on account of the indebtedness of diswinol bing ad flads bin assumented after a negative Morthwith and the Note secured hereby remaining unpaid, are hereby assigned the extent of the full amount of indebtedness upon this Mortgage, damages, proceeds, and the consideration for such acquisition, to any power of eminent domain, or acquired for a public use, the that if the premises, or any part thereof, be condemned under

policies then in force shall pass to the purchaser or grantee. espiransmi king of bing mi rogugatiofe edi to teeretiin bing edit adager the calinguishment of the indebtedness secured hereby, all closure of this mortgage or other transfer of title to the mortgaged restoration or repair of the property damaged. In event of fore other to the reduction of the indebtedness hereby secured or to the or any part thereof, may be applied by the Mortgagge at its option Mortgagor and the Mortgagee jointly, and the insurance proceeds,

and to be such loss directly to the Mortgages instead of to the company concerned is hereby authorized and directed to make pay of foss if not made promptly by Mortgagor, and each insurance

RIDER TO SECURITY INSTRUMENT

THA Case No. 13/ 5436025 Loan #331142-6

This Rider is a part of and incorporated into Security Instrument dated the 17thday of May ,19 8 given by the undersigned covering the property described in the Security Instrument located at:

518 Waverly, Streamwood, Illinois 60107

the mortgaged shall, with the prior approval of the Federal Housing Commissioner, or his designed, declare all sums secured by this Security Instrument to be immediately due and payable if all or 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 minths after the date of execution of this Security Instrument or not later than 24 months after the date of a prior transfer of the property subject to this Security Instrument, to a purchasor whose credit has not been approved in accordance with the requirements of the Commissioner.

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UNOFFICAL on 188 nay with an Adjustable Rate Mortgage, of Trust or Security Deed Insured under sections 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Merala method.

ADJUSTABLE RATE RIDER

THIS AUGUSTABLE incorporated into and ("Multigign"), of Even Rate Note ("Note"), o	l shall to deemed I date forewith, g	iven by the undersi	reant the Mortgay gned ("Mortgagor"	pr, Dund of) to uncura	Trust or Martgagor	Decoraty Demo 16 Adjustoble
("Mortgagee"), cover 518 Wayerly,	ring the premis	es described in	the Mortgage	and loca		

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

- per centum (<u>8.0</u>g) per annum Under the Note, the initial stated interest rate of eight ("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 emount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the lines.
- The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of <u>July</u>, 19 89 (which date will not be less than twelve months nor more than eighteen months from the due data 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 rais 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 Fediral Reserve Bulletin and made evailable by the United States Tressury Department in Statistical Release F.13(519)). As of each Change Date, it will be determined whether or not an interest rate adjustment was 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 Inday"),
 - percentage points (2.5 %; the Murmin") will be added to the Current Index and the 2-1/2 sum of this addition will be rounded to the nearbst 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 tate 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 inlows:
 - (i) If the Calculated Interest Rate is the same as the Exist(n) Interest Rate; the interest rate will not change. 88216447
 - (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 voice 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 (ht), herein called the "5\$ Cap").
 - (iii) If the Colculated 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 enything 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.

FHA ARM RIDER DMC (9/85)

- (a) Mortgages will serferm the functions equires under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) The method out forth in this Paragraph 5 of this Adjortable Rate Rider, for determining startion or not an adjorteent must be made to the Cristing Inferest Rate incorporates the official of the provinces of 24 DFR 203,49(m)(1) and 234,79(m)(1) which inquire that it engos in the index in events 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 swallable, Mortgagee will be required to use any index prescribed by the Dupartment of Housing and Urban Davelopment, Mortgagee will notify Mortgager in writing of any such substitute index (giving a)) necessary information for Mortgager to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- 4. (a) If the Existing Interest Rate changes on any Change Date, Mortgages will reculculate 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 their has been no default in any payment on the Note but that all prepayments on the Note have boin taken into account), at the new Existing Interest Rate, in equal monthly payments. On or patore the Change Date, Mortgages 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 installment payments, calculated as provided above, (v) the Current Index, (vi) the method of celculating 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 edjusted monthly installment amount beginning on the first payment date 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 Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor (1) be relieved of an obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.
 - (c) Notwithstending anything contained in this Adjuste's. Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date. and (ii) Mortgages failed to give the Adjustment Notice when required, and (iii) Mortgages, consequently, has made any monthly installment payments in excess of the amount which vould have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgages, at Notigages's sole option, may either (i) demand the return from Mortgages (who for the purposes of this entence will be deemed to be the mortgages, or mortgages, who received such Excess Payments, whether or not any such mortgages subsequently assigned the Mortgage) of all or my 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 (uch Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.
- 5. Nothing contained in this Adjustable Rate Rider will permit Mortgages 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 Mortgagor's monthly installment payments of principal and interest, as provided for herein.

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

Lak Allen I had ka	(SEAL)
Mortgagor Rick Allen Walker	(SEAL)
Mortdager James P. Walker	; 41 ;
Mortgagor Harold D. Walker	Dene 2

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FHA ARM Rider CMC (9/85)