This form is used in connection with norganes insured under the one to four-family provisions of the National Housing Act

-51174523 NEC

88352495

27TH THIS INDENTURE, Made this day of SUSAN GOLDEN, a single person, never married

JULY

, between

. Mortgagor,

%)

ICM MORTGAGE CORPORATION and

a corporation organized and existing under the laws of Mortgagee.

The State of Delaware

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of)

SEVENTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100-----

Dollars (\$ 75,750.00

8.000

payable with interest at the rate oEIGHT AND 000/1000 per centum (per annumion 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

FIVE HUNDRED FIRTY FIVE AND 83/100----

Dollars (\$

, 188 , and a like sum on the first day of each and every month on the first day of SEPTEMBER thereafter until the note is hely said, except that the final payment of principal and interest, if not sooner paid, shall be due and payable AUGUST, 2018. on the first day of -88-352495

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and Agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of

and the State of Illinois, to wit:

LOT 202 IN TIFFANY PLACE UNIT 2, PLING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 CF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1087 AS DOCUMENT NUMBER 87 511505 17, 1987 AS DOCUMENT NUMBER 87-511645, I' COOK COUNTY, ILLINOIS.

PIN# 06-14-402-004

TRAN 1387 08/05/88 09:59:00

*--88--352495 #4341 # D

COUR COUNTY RECORDER

38. Carey Lane. Streamwood 16 60107.

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

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

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of 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 sutisfy the same.

*See Adjustable Rate Rider.

\$18.00 MAIL

Property or Coot County Clert's Office

88352495

AND the said Mortgagor firther coverance and a rees as collaws:

That privilege is reserved to pay the coll in whose, a man impurite multiply of one or more ment the principal that are next due on the note, on the first day of any month prior to maturity, province, however, but written instice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
 - (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account definquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to clapse 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 it (rust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added ogether and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the '40 tgagee to the following items in the order set forth:
 - (1) premium charge, under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu as margage insurance premium), as the case may be;
 - (11) ground rents, if any, in ies, special assessments, fire, and other hazard insurance premiums;
 - (III interest on the note se exced hereby; and
 - (IV) amortization of the principal of the said note.

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

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rel is wices, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, in III be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payment, mide by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any valance comaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquire the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time he property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragram as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which sat Il have been made under subsection (a) of the preceding puragraph.

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 hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies or 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 of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

S500 W. Higgins Road ICM MORTGAGE CORPORATION RETURN TO: MAII (6-6) MB11S9-GUH Prepared by: CAROLYN KATTA 28 B4 m., and duly recorded in Bo Jo O'Clock 18 4'D' 18 to yab County, Illinois, on the My Connitisation Expires. Apr. 24, 1991 S

Filed for Record an the Recorder's Office of DOC' NO' Notary Public Motery Public, State of Illino Many E. Immen OFFICIAL SEAL 88 ⁶¹ .Q .A HTTS GIVEN Under thy hand and workman the work the wo day in person and acknowledged that SHE SHE SHE including the release and waiver of the right of homestead. subscribed to the foregoing instrument, app and before me this to be the same person whose name , personally known to me SUSAN GOLDEN, a single person, never married benging end end aforesaid, Do Hereby Certify That a notary public, in and for the county and State STATE OF ILLINOIS (SEVF) (SEVE) BORRN GOLDEN (SEAL) (SEVF) WITNESS the hand and seal of the Mortgagor, the day and year first written. the plural the singular, and the masculine gender shall include the feminine. executors, administrators, successors, and assigns of the part's hereto. Wherever used, the singular number shall include the plural, THE COVENANTS HEREIN CONTAINED shall bind the benefits and advantages shall inute, to the respective heirs, successor in interest of the Mortgagor shall operate to the say manner, the original liability of the Mortgagor. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee. demand therefor by Mortgagor, execute a releas; or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written If Mortgagot shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the secured; (4) all the said principal marey remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the note secured hereby, from the (ii) e such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby advanced by the Mortgages, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the and stenographers' fees, out ays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys pursuance of any sucting exprec; () All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitgits',

HOST AND COVENATE RATE RIDER ATTACKE, HEARO AVE TO TERMS, COVENANTS AND CONDITIONS OF THIS WORLD TO THE COMMISSION SOLICE SERVED AND CONDITION SERVED AND CO

proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable 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 allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be reasonably necessary to carry out the provisions of this paragraph. issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such 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 action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an

AND THERE SUALL BE INCLUDED in any decree foreolosing this mortgage and be paid out of the proceeds of any sale made in

further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional fees and chargee of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a

indebtedness sec are I hereby and be allowed in any decree foreclosing this mortgage.

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

UNOFFICIAL: GOPY:

ICM# 20-07202-7

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this <u>27TH</u> day of <u>JULY</u> 19 <u>88</u> and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to <u>ICM MORTGAGE CORPORATION</u> ("Mortgagee"), covering the premises described in the Mortgage and located at:

38 CAREY LANE 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 8,000 per centum (8,000 %) per annum 0'th'itial 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 amount to 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 OCTOBER _______, 19_89 _____ (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note, and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
- 3. Each adjustment to the interest rite will be made based upon the following method of employing the weekly average yield on United State. Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Foderal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made and the amount of the new adjusted interest rate, if any, as follows:
 - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) 2.0 percentage points (2.0 %; the "Wargin") will be added to the Current Index and the sum of this addition will be rounded to the next est one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, are 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 tarm 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.

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principal. together with all interest thereon calculated as provided above, be applied as revments against Mortgagor to repayment, or (2) request that all or any portion of such E-cess Payments, any such mortgagee subsequently assigned the Mortgage) of all or any nortion 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 Physical was made by deemed to be the mortgagee, or mortgagees, who received such Excess Tryments, whether or not either (1) demand the return from Mortgagee (who for the purposes of this sentence will be Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may Adjustment Motice 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 Adjus'able Rate Rider, in the event that (i) the

occurring less than thirty (30) days after Morigige chas given applicable Adjustment Votice to

Adjustment Notice to Mortgagor. Noty ithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage Mortgagor will be relieved of any objugation 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 vider Subparagraph 4(a) for any payment date

payment date which occurs at least thirty (30) days after the Mortgaggee has given a further Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment, 4 tice given by the Mortgagee to Mortgagor until the first payment date which occurs as least thirty (30) days after the Mortgagge has given the Adjustment Mortgagor agrees to pay the edjusted monthly installment amount beginning on the first

esleulating the adju (tr. ent to the monthly installment payments, and (vii) any other information which may be required by law from time to time. installment paying its, calculated as provided above, (v) the Current Index, (vi) the method of Interest Rate an adjusted on the Change Date, (iv) the amount of the adjusted monthly payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the Change Date, (iii) the new Existing set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing

take, it to account), at the new Existing Interest Rate, in equal monthly payments. On or before the Calmage Date, Mortgagee will give Mortgageor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment

been no default in any payment on the Note but that all prepayments on the Note have been principal balance will be deemed to be the amount due on such Change Date assuming there has n reessary 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

index) and after the date of such notice the substitute index will be deemed to be the Index Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such

If the Index is no longer available, Mortgagee will be required to use any index prescribed by the

excess of one percentage point must be carried over for inclusion in adjustments to the Existing 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 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 determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will be deemed to be the Existing Interest become effective on the Change Date and thereafter will be deemed to be the Existing Interest Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to

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 Nothing contained in the Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate

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

(BaZ) Mortgagor (Seal) Mortgagor ausan ablden (Seal)

Rate Rider.

Nortgagor.

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hereunder.

Interest Rate in subsequent years.

the interest rate is adjusted.

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MORTGAGE RIDER

This Rider, dated the <u>27TH</u> day of <u>JULY</u>, 19 <u>88</u>. amends the Mortgage of even date by and between <u>SUSAN GOLDEN</u>, a <u>single person</u>, never married, the Mortgager, 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 I: reserved to pay the debt in whole or in part, on any installment due date."

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

"That together with, end 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 cents, if any, next due, plus the premiums that will next become due and pryble 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 lecured 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 assessments, fire, and other hazard insurance premiums;
 - [11] Interest on the note secured hereby; and
 - (111) 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 less such payment, constitute an event of default under this mortgage. The Mortgage 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 abbessments, 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 order 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.

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

SUSAN GOLDEN

(Seal)

(Seal)

Signed, sealed and delivered in the presence of

FHA
MIP/Prepayment Rider
(Illinois)

FHA DUE-ON-TRANSFER RIDER

ICM # 20-07202-7

OGSSERON

This Rider, dated the $_{\rm 27TH}$ day $_{\rm JULY}$, 19 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, Borrower 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 Mortgege 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 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 Commissioner.

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 (Seal)

(Seal)

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

Property of County Clerk's Office