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COOK COUNTY, ILLINOIS

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State of Illinois

MORTGAGE

FHA Case No.

131-5974789 - 729

THIS MORTGAGE ("Security Instrument") is made on NOVEMBER 1ST, 19 90.  
The Mortgagor is AMELIA P. MASON, A SPINSTER

XXXXX Address is DRAPER AND KRAMER INCORPORATED, ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of ILLINOIS, and whose address is 33 WEST MONROE STREET, CHICAGO, ILLINOIS 60603 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THREE THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 103,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 01 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

LOT 27 IN COUNTRY CLUB ESTATES, BEING A RESUBDIVISION OF PART OF COUNTRY CLUB MANOR SUBDIVISION UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX IDENTIFICATION NUMBER: 31-10201-04  
which has the address of 4010 W. 192ND PLACE COUNTRY CLUB HILLS, (Street, City),  
Illinois 60477 (ZIP Code), ("Property Address");

15 00

(Street, City).

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

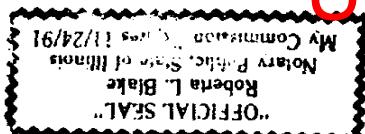
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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JOHN P. DAVY  
DRAPEL AND KRAMER, INCORPORATED  
33 WEST MONROE STREET  
Chicago, IL 60603  
Notary Public, State of Illinois  
My Commission # 60603  
Exp. 11/24/91

This instrument was prepared by:

*[Signature]*

Given under my hand and official seal, this  
15<sup>th</sup> day of October, 1990.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE  
, personally known to me to be the same person(s) whose name(s)  
, signed and delivered the said instrument as HER  
, free and voluntary act, for the uses and purposes herein set forth.

John P. Davy  
Notary Public in and for said county and state do hereby certify  
that AMELIA P. MASON, A SPINSTER  
1. THE UNDERSIGNED

. A Notary Public in and for said county and state do hereby certify  
STATE OF ILLINOIS.  
*Look*  
County ss: \_\_\_\_\_  
AMELIA P. MASON  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Witnesses:  
*John P. Davy*

BY SIGNING BELOW, Borrower accepts to the terms contained in this Security Instrument and in any rider(s)  
executed by Borrower and recorded with it.

Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverages of each such rider shall be incorporated into and shall amend and supplement the coverages  
and agreements of this Security Instrument as if they were part of this Security Instrument. (Check applicable boxes)

of insurance is sold, due to Lender's failure to carry a mortgage insurance premium to the secretary.

from the date hereof. A written statement of any uninsured amount in Paragraph 9, require immediate payment in full of all sums secured by this Security  
Instrument. A written statement of any uninsured amount in Paragraph 9, require immediate payment in full of all sums secured by this Security  
Instrument. Nowithstanding the foregoing, this option may not be exercised by Lender when the unavailability  
of such insurability, notwithstanding the date hereof, the note secured thereby, shall be deemed conclusive  
proof of such insurability. To insure this security instrument and the note secured thereby, shall be deemed conclusive  
evidence under the National Housing Act within 180 DAYS from the date hereof, Lender may, at  
its option and notwithstanding any provision in Paragraph 9, require immediate payment in full of all sums secured by this Security  
Instrument and notwithstanding any provision in Paragraph 9, require immediate payment in full of all sums secured by this Security  
Instrument. If one or more riders are executed by Borrower and recorded together with this Security  
Instrument, the coverages of each such rider shall be incorporated into and shall amend and supplement the coverages  
and agreements of this Security Instrument as if they were part of this Security Instrument. (Check applicable boxes)

Planmed Unit Development Rider       Graduated Payment Rider       Other  
Condominium Rider       Adjustable Rate Rider       Growing Equity Rider

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
without charge to Borrower. Borrower shall pay any recording costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this  
Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies  
provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of little evidence.

NON-LIQUIDATORY COVENANTS. Borrower and Lender further covenant and agree as follows:

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Each monthly installment of items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tends to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

### **3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Preservation and Maintenance of the Property, Leaseholds.** Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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Under such circumstances the party in interest may sue for the recovery of the amount paid in full.

I ended from exercising in this manner under this paragraph 16 hours after this, and succeeded my portion assignment to the teams and was not perform any act that would prevent

If a Lender's rights under this Agreement to receive payment in respect of the rents or the amounts secured by the Security Instruments; (b) Lender shall be entitled to collect and receive all of the rents or the amounts secured by the Security Instruments; and (c) each Tenant of the Property shall pay all rents due and unpaid to Lender and receive an amount equal to the rents or the amounts secured by the Security Instruments.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

**14. Cross-Reporting Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument conflicts with the laws of the state or the country in which the property is located, the provisions of this Security Instrument shall not affect the provisions of this Security Instrument and the Note which can be declared to be severable.

13. **Sources:** Any notice to Borrower provided pursuant to this section shall be given by overnight mailing or by first class mail unless Borrower designates use of another method. The notice shall be directed to the First Property Address or any other address Borrower designates by notice to Lender. Any notice to Borrower, Any notice given by First Class Mail to Lender's addressee shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**12. Successors and Assumpsions Sound; joint and several liability; c-Stereo.** The coventions and agreements of this Security shall bind and benefit the successors and assigns of Lender, and Borrower, subject to the provisions of paragraphs 9-h, Borrower's, co-ventures, and assignments shall be joint and several. Any Borrower who co-signs this Security but does not execute the Note; (a) is to sign the this Security's instrument only in mortgage; (b) is not personally liable to pay the sums secured by this Security under the terms of this Security's instrument; (c) is not a holder of this Security, and cannot be liable Borrower for payment of the amounts due hereunder; (d) is not liable for the acts or omissions of the other Borrower or for any other reason; and (e) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations which regard to the term of this Security instrument or the date without his/her or its consent.

(d) We acknowledge that we have received and read the above-mentioned regulations, and we declare that we have read and understood the contents of the instrument referred to in Article 1, paragraph 1, letter b), of the Directive 2004/108/EC.

(2) As was the case in the circumstances described, such a power would permit England to require immediate payment in full, but render it does not tolerate such payments. London does not make its rights with respect to subsequent events.

the requirements of the Secretary.

(d) All or part of the properties is otherwise transferred to her/him by devise or descent; and

(b) Sale Without Credit Approval. require immediate payment in full or all the sums secured by this Security Instrument if:

(ii) Borrower details by failing, for a period of thirty days, to perform any other obligations contained in this security instrument.

or on the due date of the next monthly payment, or

(3) Debaud, I understand this, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security instrument in:

## 9. Grounds for Acceleration of Debt.

**8. Fees.** I under my coffee fees and charges authorized by the Secretary.

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FHA Case No.  
131-5974789-729

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **1st** day of **NOVEMBER**, **19 90**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

**DRAPER AND KRAMER, INCORPORATED**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**4010 W. 192nd PLACE COUNTRY CLUB HILLS, IL 60477**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Under the Note, the initial stated interest rate of **EIGHT AND 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.
2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of **APRIL 1**, **19 92**, (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 Security Instrument ("Change Date").
3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
  - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
  - (b) **TWO AND ONE HALF** percentage points (**2.50** %); the "Margin" will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
  - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
    - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
    - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Security Instrument 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,

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.	
This Line Reserved for Acknowledgment	
<p style="text-align: center;">(Seal) <i>Lender</i></p> <p style="text-align: center;">(Seal) <i>Borrower</i></p>	
<p style="text-align: center;">(Seal) <i>AMELIA P. MASON</i></p> <p style="text-align: center;">(Seal) <i>Hector</i></p>	