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680778  
State of Illinois

ILFM

FHA Case No.  
131-6259276 729

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on DECEMBER 21ST , 19 90 .  
The Mortgagor is STANLEY E. WARWICK AND MARY C. WARWICK, HUSBAND AND WIFE

whose address is 6512 CHESTER AVENUE, HODGKINS, IL 60525  
,"("Borrower"). This Security Instrument is given to  
NORWEST MORTGAGE, INC.,

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose  
address is P.O.BOX 31728, CHARLOTTE, NC 28231  
("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED EIGHTY NINE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*104,889.00). 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  
JANUARY 1ST, 2021 . 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 32 IN TALBOT'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF  
THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LYONS  
STREET, IN THE VILLAGE OF HODGKINS, ILLINOIS, ACCORDING TO THE  
PLAT THEREOF RECORDED NOVEMBER 5, 1926 AS DOCUMENT NO. 9457993,  
IN COOK COUNTY, ILLINOIS.

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PERMANENT TAX NUMBER: 18-22-103-019

DEPT-01 RECORDING \$15.25  
7#3333 TRAN 2272 12/26/90 14:34:00  
\$3025 + C 4-90-623563  
COOK COUNTY RECORDER

90623563

TAX STATEMENTS SHOULD BE SENT TO:  
BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O.BOX 31728, CHARLOTTE, NC 28231  
which has the address of 6512 CHESTER AVENUE, HODGKINS (Street, City),  
Illinois 60525 (ZIP Code), ("Property Address");

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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NOTARY PUBLIC  
Gregory V. Foltz  
Notary Public, State of Illinois  
My Commission Expires 7/22/04



ST. CHARLES, IL 60174-0000  
1 WEST ISLAND SQUARE, SUITE 100  
FOX ISLAND MORTGAGE, INC.  
THIS instrument was prepared by:

My Commission expires: 7-23-94

Given under my hand and official seal, this 21st day of December, 1990  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)

I, STANLEY E. WARWICK AND MARY C. WARWICK, HUSBAND AND WIFE  
a Notary Public in and for said county and state do hereby certify

County ss:

COOK

Page 4 of 4  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)

Witnesses:

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.

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement together with this Security Instrument, the covenants of this Security Instrument. [Check applicable box(es)]  
and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]  
Riders to this Security Instrument Rider       Condominium Rider       Planned Unit Development Rider       Adjustable Payment Rider       Other  
 Growing Equity Rider       HUD/FHA SECURITY RIDER

\* PERMITTED BY APPLICABLE LAW, LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 17, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

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

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.

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 remedies permitted by applicable law, including reasonable attorney's fees and costs of title evidence.

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

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Each monthly installment for 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 tendered 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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Lender shall not be required to consent upon, take control of or maintain the Property before or after giving notice of breach to Borrower, however, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidation of the debt or remedy of Lender. This application of rents shall terminate when the debt secured by the Security instrument is paid in full.

Bottower has not executed any prior assignment of the rents and has not performed any act that would prevent Lender from exercising its rights under this paragraph 16.

benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all or the rents of the property; and (c) each tenant of the property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property.

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

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or clause of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be effective without the conflicting provision. To the extent that any provision of this Security Instrument or the Note are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's Security Address or any other address Lender designates by notice to Borrower. Any notice shall be given by first class mail to Lender for in this Security Instrument or any notice to Lender given as provided in this paragraph.

12. Successors and Assigees Bound: jointly and severally liable; C-suites. The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 9-b, Borrower's covenants and agreements of this security instrument or to the extent otherwise provided in this security instrument.

11. Borrower's Right to Release: If the sums secured by this Security Interest are not paid when due, the Lender may exercise all rights available to it under applicable law to collect such sums, including, without limitation, the right to sue for specific performance or to foreclose on the security interest in the collateral. The Lender may also exercise any other rights available to it under applicable law.

10. **Reinstatement.** Borrower or has a right to be reinstated if Lender has repossessed immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Note or this Security Instrument, Lender shall tender in a lump sum all amounts due under the Note or this Security Instrument. The Note or this Security Instrument is valid until paid in full.

(iii) The creation of the purchased or received items will be recorded in accordance with the relevant accounting standards;

(c) No writer, if circumstances occur that would permit Lender to require immediate payment in full, but Lender does not receive such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulation of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of a general default to require immediate payment in full and foreclose if not paid. This Secretary instrument does not authorize acceleration or preclusion by not permitted by the Secretary.

(i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower.

8. Fees, charges, and expenses authorized by the Secretary.

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 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.

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## HUD/FHA Security Instrument Rider

This Rider made this 21ST day of DECEMBER  
amends that certain Security Instrument of even date herewith between

STANLEY E. WARWICK AND MARY C. WARWICK, HUSBAND AND WIFE

19 90, modifies and

(Borrowers),  
as (Trustee), if

applicable, and

as (Beneficiary), or (Lender) as follows:

NORWEST MORTGAGE, INC.

The following paragraph is in substitution and in lieu of paragraph 9(b) of the Security Instrument:

### 9(b) Sale Without Credit Approval.

Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(I) All or part of the Property is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(II) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

Except as modified herein the Security Instrument referenced above is and shall remain in full force and effect.

X Stanley E. Warwick  
Borrower STANLEY E. WARWICK

X Mary C. Warwick  
Borrower MARY C. WARWICK

Borrower

Borrower

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CLERK'S OFFICE OF COOK COUNTY

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CLERK'S OFFICE OF COOK COUNTY

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CLERK'S OFFICE OF COOK COUNTY

RECEIVED AND INDEXED  
CLERK'S OFFICE OF COOK COUNTY

Property of Cook County Clerk's Office

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FHA Case No.

131 6359276 725

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **21ST** day of **DECEMBER**, 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 **NORTHWEST MORTGAGE, INC.**,

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6512 CHESTER AVENUE • HINSDALE, IL 60526  
(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 **SEVEN AND 67/1000 (.67%)** per centum (**7.67%**) 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 **MAY**, 19**91**, (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 the 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 37/4100 (.275%)** percentage points (**.275%**) 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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STANLEY E. WARWICK	MARY C. WARWICK
Borrower (Seal)	Borrower (Seal)
Space Below This Line Reserved for Acknowledgment	

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate Rider.

5. Noticing consequences in this adjustable Rate Rider will permit Lender to accomplish an interest rate adjustment through an increase (or decrease) to the unbridged principal balance. Chargees to the Existing Lender may only be reflected through adjustments to Borrower's monthly installments, payments of principal and interest, as provided for herein.

(a) If the Existing Interest Rate changes on any Change Date, Lender will re-calculate the monthly instalment 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 here has been no default in any payment on the note), the note matures due on such Change Date assuming here has been no default in any payment to be made to the note holder monthly payments at the new Existing Interest Rate, at the date Note holder is due, Lender will pay the date Note have been taken into account), at the new Existing Interest Rate, for the revised amount of the monthly instalment payments of principal and Existing Interest Rate and of the revised amount of the monthly instalment payments of principal and Existing Interest Rate, Each adjustment Notice will set forth (i) the date the Adjustment Date is given, (ii) the new Existing Interest Rate as adjusted on the Change Date, (iii) the new Existing Interest Rate as calculated monthly instalment payments, calculated as provided above, (iv) the current index and the date it was published, (v) the method of calculating the adjustment to the monthly instalment payments, at (vi) any other information which may be required by law from time to time.

(e) Lender 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 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.

The new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the initial interest rate.