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AGILLI

FITA Illinois Mortgage - 12-89

2. **Amortizing 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 instalment 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 or to be levied against the Note.
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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, and will defend generally the title to the Property against all claims and demands, subject to record. Borrower warrants and covenants that the Property is unencumbered, except for encumbrances of record. Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, and will defend generally the title to the Property against all claims and demands, subject to record. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, fixtures, minerals, 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".

which has the address of 14540 S. SHEPARD DRIVE, DOLTON Illinois 60419 (Street, City, Zip Code), ("Property Address");

PERMANENT INDEX NO. 29-02-326-043

DEPT 16-TS
RECORDING 16-TS
#2222 07/12/90 10:12 AM MDT 2222
B # 212#
RECORDER COUNTY BOOKS
17.25
88-334133

RATE DATE ON THE ADJUSTABLE RATE RIDER.

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT THE FIRST ADJUSTMENT TO INTEREST

36 NORTH, RANGE 1A, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EAST (THREE) IN BLOCK 5 IN CALUMET PARK SUBDIVISION, PART OF LOTS 1 TO 3 IN SUBDIVISION OF PART OF THE WEST 1/2 OF THE SECTION 1/4 OF SECTION 2, TOWNSHIP

THE NORTHWEST 20 FEET OF LOT 20 AND LOT 21 (EXCEPT THE NORTHWEST 20 FEET (THREE) IN BLOCK 5 IN CALUMET PARK SUBDIVISION, PART OF LOTS 1 TO 3 IN

COOK COUNTY, ILLINOIS).

convey to Lender the following described property located in

and agreements under this Security Instrument and this Note. For this purpose, Borrower does hereby mortgage, grant and

advised under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants by the Note, with interest, and all renewals, corrections and modifications to Lender: (a) the repayment of all other sums, with interest, to the Note, 1, 2020

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

Dollars U.S. \$ 64,600.00. This debt is evidenced by Borrower's note dated the same date as this Security

sixty-four thousand six hundred and NO/100. - - - - -

address is 1020 31st Street, Suite 401 (Lender). Borrower owes Lender the principal sum of

which is organized and existing under the laws of ILLINOIS and whose

Midwest Funding Corporation, whose address is 1020 31st Street, Suite 401 (Lender). This Security Instrument is given to

whose address is 14540 S. SHEPARD DRIVE, DOLTON, ILLINOIS 60419 ("Borrower"). This Security Instrument is given to

the Mortgagor is CHARLES E. WOODSON MARRIED TO SARAH ADKINS WOODSON, May 6, 1990, RECORDER

THIS MORTGAGE ("Security Instrument") is made on May 6, 1990, RECORDER

14540 S. SHEPARD DRIVE, DOLTON, ILLINOIS 60419 RECORDER

LAW #3463222 State of Illinois

Space Above This Line For Recording Data

MORTGAGE

131: 602 5888 729

FHA Case No.

90211241

90211241

1 2 3 4 5 6 7 8 9

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

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 attorneys' fees and costs of title evidence.

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 recordation costs.

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

THE ADJUSTABLE RATE RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITHE IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST AS IF THE RIDER WERE A PART HEREOF.

Acceleration Clause. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **SIXTY DAYS** from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the secretary.

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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Condominium Rider
 Planned Unit Development Rider

Adjustable Rate Rider
 Graduated Payment Rider

Growing Equity Rider
 Other

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

Witnesses:

Deborah J. Hinsley
Donlita M. Donaldson

Charles E. Woodson

(Seal)

CHARLES E. WOODSON

-Borrower

Sarah Adkins Woodson

(Seal)

SARAH ADKINS WOODSON HAS EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING THE TITLE OF THE HOMESTEAD RIGHT OF HER SPOUSE, CHARLES E. WOODSON.

(Seal)

-Borrower

(Seal)

-Borrower

Page 1 of 4

STATE OF ILLINOIS,

Cook

County ss:

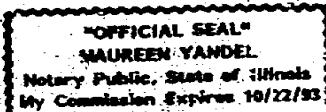
I, *the undersigned*, a Notary Public in and for said county and state do hereby certify that **CHARLES E. WOODSON AND SARAH ADKINS WOODSON, HIS WIFE**

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THIS IS A FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.** Given under my hand and official seal, this 4th day of May, 1990.

My Commission expires:

This Instrument was prepared by: **LISA L. KIME**

RETURN TO: **MIDWEST FUNDING CORPORATION**
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515



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Any application of the proceeds, to the principal share or extent of position, shall be the 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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, 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 if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(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 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.

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

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required 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 Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. 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 paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

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 address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property 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.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for 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 of 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.

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

Lender shall not be required to enter 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 invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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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 full amount of the indemnities under the Note and this security shall be paid to Lender in the event of the final amount of the indemnities under the Note and this security plus interest thereon as provided in Paragraph 3 and then to prepayment of principal.

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.

If Borrower fails to make these payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security instrument, or proceeding in bankruptcy, or fails to reinforce his rights in the property (such as a proceeding in bankruptcy) and Lender's rights in the property, which Lender may do and pay whatever is necessary to protect the value of the property and Lender's rights in the property, Lender's rights in the property, which Lender may do and pay other expenses mentioned in Paragraph 2.

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

5. Preservation and Maintenance of the Property, Leasesholds, Borrower shall not commit wilful 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 the property such as repairing or abandoning it if this Security Lien is unenforceable. If this Security Lien is abandoned or the property is vacant, Borrower acquires fee title to the Property. If the leasehold and fee title share will be merged unless the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall be merged.

In the event of forced closure of this Security Instrument or other transfer of title to the Proprietary interests the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Fire, Flood and Other Hazard Insurance. As far as we're concerned, insurance is a source of improvements on the property, whether now in existence or eccentric, regardless of any contingencies, causes, and conditions.

Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note;

be credited with the balance remaining for all instalments for items (a), (b), and (c).

As used in this security instrument, **Secretary** means the Secretary of Housing and Urban Development or his or her designee; **the entire mortgage instruments** is or was insured under a program which did not require advance payment of the entire insurance premium, then each monthly payment shall also include either: (i) an insurance of the annual monthly mortgage premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage premium if this Security instrument is held by the Secretary. Each monthly installment of the mortgage premium shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

on or before the date the item becomes due.

11. At any time the total of the payments made by Lender for items (a), (b), and (c), together with the future monthly payments for such items shall not exceed the due date of the payment period for items (a), (b), and (c).

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[Signature] Below This Line Reserved for Acknowledgment

-Borrower

(Seal)

-Borrower

(Seal)

SARAH AOKI AND WOODSON HAS EXECUTED THIS MORTGAGE FOR THE HOMEOWNERSHIP

OF

THE

HOME

OWNER

OF

THE

UNOFFICIAL COPY

LOAN #3463222

FHA Case No.
131: 602 5888 729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **4th** day of **May**, 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

Midwest Funding Corporation

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

**14540 S. SHEPARD DRIVE
DOLTON, ILLINOIS 60419**
[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 **July** ~~XX~~ OCTOBER 1, 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 **1st** 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,