CENTRUST MORTGAGE CORPORATION
14426-28 JOHN HUMPHREY DRIVE
ORLAND PARK, ILLINOIS 60462

Will January

-\$19.66

91693955

(Space Above This Line For Recording Data)

State of Illinois

MORTGAGE

FHA Cano No.

131:6512531 751/251

247332-1

THIS MORTGACE ("Security Instrument") is given on

NOVEMBER 14

.1091

The Mortgagor in ROLAND R. HOLDER AND CHRISTINE HOLDER, HUSBAND AND WIFE

whose address is 4124 INDIAN "ILL DRIVE

COUNTRY CLUB ATLLS, ILLINOIS 60478

("Borrower"), This Security Instrument is given to

CENTRUST MORTGAGE CORPORATION

which is organized and existing under the law tof. THE STATE OF CALIFORNIA

and whose

address is 350 SOUTHWEST 12TH AVENUE

DEERFIELD BEACH, FLORIDA 33442

("Londor"). Borrower owen Lander the principal sum of

SEVENTY FIVE THOUSAND SIX HUNDRED EIGHTEEN AND 00/100----

LOT 27 IN BLOCK 6 IN KNOTTING GATE UNIT NUMBER 1, BEILG A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO THE PLAT OF SUBDIVISION RECORDED FLURUARY 24, 1972 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 2181657 ... ALL IN COOK COUNTY,

ILLINOIS. PIN: 28-27-409-041

91623955

which has the address of 4124

4124 INDIAN HILL DRIVE

[Stroot]

COUNTRY CLUB HILLS

. Minois

60478

("Proporty Address");

(City)

[Zip Codo]

TOCETHER WPTH all the improvements now or hereafter areated on the property, and all easements, rights, appartenances, routs, 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."

HORROWER COVENANTS that Borrower is lawfully soized 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 domands, subject to any encumbrances of record.

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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.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably astimated 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 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 for ower. 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. In any year in which the Lender must per a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual partiage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium of this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount a 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 tenders to Lender the full payment of all sums see are 3 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 forcelosure 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 apply a ry Leader 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;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, fixed 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, comulties, and contingencies, including fire, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. Borrower shall also insure all improvements on the Property, whether new 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 Londor. The insurance policies and any renewals shall be held by Londor and shall include loss payable chauses in favor of, and in a form acceptable to, Londor.

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In the event of low, Borrower shall give to Lender immediate notice by mail. Lender may make proof of low 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument, and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue bordship for Borrower, or unless extensioning circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extensioning circumstances. Borrower shall not commit waste or Abstroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender have 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. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provision 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 Landor's Rights in the Property. Horrower shall pay all governmental or municipal charges, fines and impositions that are not included in itempreph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Landor's interest in the Property, upon Landor's request Borrower shall promptly furnish to Landor 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 boxs or regulations), then Lander may do and pay whatever is necessary to protect the value of the Property and Lender's rights to the Property, including the 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. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for conveyance in place of condemnation, are bereby 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. Londer 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 propayment of principal. 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.
 - 8. Foos. Londor may collect fees and charges authorized by the Secretary.

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9. Grounds for Acceleration of Debt.

- (a) Default. Londor may, except as limited by required issued by the Secretary in the case of payment defaults, required 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) Barrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Londer 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, or a beneficial interest in a trust owning all or part of the Property, is said 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 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.
- (a) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Londer does not wrive its rights with respect to subsequent events.
- (d) Regulations of MUD Secretary. In many circumstances regulations issued by the Secretary will limit Lander's rights, in the case of phyment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not uniferize acceleration or foreclosure if not parmitted by regulations of the Secretary.
- (c) Mortgage Not Insured. Horrower agrees that should this Socurity Instrument and the Nate secured thereby ant be eligible for mourance under the National Housing Act within MINETY DAYS from the date hereof, Lender may, at its option and astrometed social antendary mything in Paragraph 9, require immediate payment in full of all nums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to NINETY 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 marrance is solely due to Lander's fulture to result a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated a Lander 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's 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 accounted with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lander had not required immediate payment in full. However, Lender is not required to perval reinstatement if: (i) Lander has accepted reinstatement after the commencement of foreclosure proceedings within two yours into distribly preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different proceeding in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forhearenes By Lender Not a Walver. Extension of the tine of segment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate to release the liability of the original Horrower or Borrower's successor in interest. Lender, and I not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise are lifty amortization of the sums secured by this Security Instrument by reason of any domand made by the original Horrower 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; doint and Several Linbility; 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 the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 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 mother 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 Horrower. 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. Horrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lander all the rents and revenues of the Property. Borrower authorizes Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lander's agents. However, prior to Lander's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Lastrament, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lander 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 norrower: (a) all rents received by Harrower 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 tenent 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.

Lander shall not be required to enter apon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lander 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 remeas of Lander. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in fulf.

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

17. Foreclosure Procedure. If Lander requires immediate payment in full wider Paragraph 8, Lander 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 atterneys' fees and costs of title evidence.

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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.

20. Ridors to this Security Instrument. I Security Instrument, the covenants and agreements of this Securit applicable box(es)]	ients of each such rider sh	all be incorporated into	and shall amend and supplement
Condominium Rider	[] Graduated Paymon	it Ridor	[] Growing Equity Rider
Planned Unit Development Rider	XX Other(s)[specify]	ARM RIDER	
BY SIGNING BELOV, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.			
Witnosses:			
Cill According	ROLAND	R. HOLDER	Ald (Soul) -Borrower
Michele Crounecki	CHRISTI	vitire Sal	(Seal) -Borrower
	0/ ₄		(Senl)
	'C		(Sent)
	040) _*	-Borrowor
[Space Below This Line For Acknoyledgment]			
STATE OF ILLINOIS I, the undersigned do hereby certify that ROLAND R. HOLDER	AND CHRISTINE HOLD	, r. Notary Publ	ic in and for said county and state
to me to be the same person(s) whose name(s) person, and acknowledged that THEY act, for the uses and purposes therein set forth. Given under my hand and official seal, this	ARE subscribed to to signed and delivered the		, personally known t appeared before me this day in THE IR free and voluntary 1901.
My commission expires:	Notary Pi	ablic	1955 1955 1955

This Instrument was prepared by: CENTRUST MORTGAGE CORPORATION 350 SOUTHWEST 12TH AVENUE DEERFIELD BEACH, FLORIDA 33442 OFFICIAL SEAL CAROL V RINCHIU9O NOTARY PUBLIC STATE OF ILLENOIS MY COMMISSION EXP. SEPT 16,1995

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UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

LUA CUDO NO.

131:6512534 751/251

247332-1

THIS ADJUSTABLE RATE RIDER is made this 14TH day of NOVEMBER , 1991 , 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 ("Horrower") to secure Borrower's Note ("Note") to CENTRUST MORTGAGE CORPORATION

(the "Londor") of the same date and covering the property described in the Security Instrument and located at: 4124 INDIAN HILL DRIVE, COUNTRY CLUB HILLS, ILLINOIS 60478

[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 Londer further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of JANUARY , 1993 , and on that day of each succeeding year. "Change Date" means each date on which the interest rate each change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Trensury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Horrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND 000/1000 percentage points (2.00000%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any sur_B Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Londer will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given florrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING HELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ROLAND R. HOLDER

Additional of the Rider.

ROLAND R. HOLDER Horrower

Chittie Galder (SEAL)

CHRISTINE HOLDER (SEAL)

Borrower

(SEAL)

Borrower

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