

UNOFFICIAL COPY

State of Illinois

MORTGAGE

91637934

FHA Case No.

1316561015729

60404281

17⁰⁰

THIS MORTGAGE ("Security Instrument") is made on

November 26th, 1991

The Mortgagor is

SANTIAGO ROMAN, AND LUCRECIA ROMAN, HIS WIFE
ESPIRIDION ROMAN, MARRIED TO ROSALBA ROMAN, HIS WIFE

whose address is

4021 N MAPLEWOOD CHICAGO, IL 60610

MARGARETTEN & COMPANY, INC.

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

which is organized and existing under the laws of the State of New Jersey, and whose address is One Ronson Road, Iselin, New Jersey, 08830

("Lender"). Borrower owes Lender the principal sum of

One Hundred Nineteen Thousand, Eight Hundred Thirty Seven and 00/100 Dollars (U.S. \$ 119,837.00). 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 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 30 IN BLOCK 6 IN PAUL O-STENSLAND'S SECOND SUBDIVISION
IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13,
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN #13 13 417 015 0000

1991 DEC 5 PM 10:43

91637934

which has the address of

4021 N MAPLEWOOD CHICAGO, IL 60610

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.

91637934

UNOFFICIAL COPY

MAIL-IN-1281 PAGE 4 OF 4 (Rev 7/91)
ILLINOIS MSA MORTGAGE

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

17. Foreclosure Procedure: Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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's 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.

19. Waiver of Remedies: Borrower waives all rights of homestead exception in the Property.

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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.

SEE ADJUSTABLE RATE RIDER

Witnesses:

Lucricta Roman, His wife-Borrower
SANTAGO ROMAN, Power of Attorney
ESPirituion Roman, Borrower
Xavie Roman
Rosalba Roman
CO-MAOTRAGE not as
PURPOSE of waiting any and all
ROSAIBA ROMAN is signing not as
homestead and marital rights.
Given under my hand and official seal, this 26th day of November 1981
for the uses and purposes herein set forth.
In person, andacknowledged that (he, she, they) signed and delivered the said instrument as (his, her, their) free and voluntary act,
personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before me this day
ESPirituion ROMAN, HIS WIFE
SANTAGO ROMAN, & AND LUCRETTA ROMAN, HIS WIFE
I, the undersigned, a Notary Public in and for said county and state do hereby certify that
Notary Public
DOC. NO. MARGETTEN & COMPANY INC
625 NORTH CT. IL 60067
MARGETTEN & COMPANY, INC.
PALATINE, IL 60067
625 NORTH COURT, 3RD FLOOR
PALATINE, IL 60067
MARGARETEN & COMPANY INC
MAIL TO:

County, Illinois, on the day of

MC-COY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

Filed for Record in the Recorder's Office of

PALATINE, IL 60067

625 NORTH COURT, 3RD FLOOR

PALATINE, IL 60067

MARGARETEN & COMPANY, INC.

625 NORTH CT. IL 60067

MARGETTEN & COMPANY INC

MAIL TO:

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC.

McCOY CO., INC.
McCOY CO., INC.
McCOY CO., INC

UNOFFICIAL COPY

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. 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. 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 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 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 principal 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 payment, 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.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 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 60 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.

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 successors 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 default 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 to or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signer. 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, forgive or make any accommodations with regard to the terms 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 laws 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 the Security Instrument and the note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one confirmed 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.

9
1634934

UNOFFICIAL COPY

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this security instrument, shall be immediately due and payable.

16 Borrower fails to make these payments required by Paragraph 2, or fails to perform any other covenants and requests to lender to pay these expenses and damage the property.

shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the lessee shall not be merged unless Lender agrees to the merger in writing.

5. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Right to Vacate This Security Instrument and shall be 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 Security determinants that make it imprudent to do so. Unless otherwise provided in the Note, the term "Borrower" means the person or persons named in the Note and any other person who occupies the Property as Borrower's principal residence. Borrower shall not commit waste or destroy, damage or subvertally change the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property at any time for any reason, and Lender's right to do so shall not be construed as an invasion of privacy. Borrower shall notify Lender of any extraordinary circumstances that may affect the Property or its surroundings, and shall keep the Property in good repair, and shall not commit waste or destroy, damage or subvertally change the Property to deteriorate, reasonable wear and tear excepted.

outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

In the event of loss, Borrower shall give Lender notice immediately and shall include loss payable in favor of, and in a form acceptable to, Lender.

4. Fire, Flood and Other Hazard Standard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, as specified 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 pay the premium for such insurance and shall be liable for any loss by fire or other hazard.

Third, to interest the reader in the Note; premiums, as required;

3. Application of Premiums. All payments under Paragraphs 1 and 2 shall be applied by Lennder as follows:

If Borrower tenders to pay the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining after all instalments due under Items (a), (b) and (c) and any mortgage insurance premium paid prior to the date of the final payment.

As used in this Secretarial Instrument, "Secretary" means the Secretary of Finance and Urban Development or his or her designee.
In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installation of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead: (i) an insurance premium in its Security instrument is held by the Secretary. Each monthly charge will be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Security, each month.

If at any time the total of the payments held by Lender for items (a), (b) and (c) before they become due and payable, Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become due and payable; for such items payable to Lender prior to the due dates of such items, excesses by more than an estimated amount of payments required to pay 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 made 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.

Each monthly instalment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by the lender for each item shall be accumulated by lender within a period ending one month before an item would become due and payable of not more than one-sixth of the estimated amounts. The full amount plus an amount sufficient to maintain an additional balance of the estimated amounts.

2. Monthly Payments of Taxes, Insurance and Interest on the Property. (a) Lessee shall pay monthly rents on the property, and (c) premiums for insurance

UNIFORM COVENANTS. Borrower and Lender agree to the following:

UNOFFICIAL COPY

(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note 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 Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note 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 5(E) of this Note 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 this Note is otherwise assigned before the demand for return is made.

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



Witness

Santiago Roman
SANTIAGO ROMAN

Lucrecia Roman
LUCRECIA ROMAN

Espiridion Roman
ESPIRIDION ROMAN

91637934



UNOFFICIAL COPY

MAR-7304 PAGE : OF 2 (07/91)

91637934

(r) Notice of Changes Lender 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 ledger and the date it was published, (vii) the method of calculating the change in monthly payment, and (viii) any other information which may be required by law from time to time.

(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 substitution equally 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.

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Date. The interest rate will never increase or decrease by more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

percentage points (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new percentage point (0.125%). To the nearest one-eighth of one percent, Index and rounding the sum to the nearest one-eighth of one percent until the next Change Date.

(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 Treasury 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 not long enough available, Lender will use a new index prescribed by the Secretary of the Index in Paragraph 7(B)). Lender will give 90 days notice of the new Index.

(C) Calculation of Interest Rate
Before each Change Date, Lender will calculate a new interest rate by adding a margin of

The interest rate may change on the first day of April 1, 1993, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

INTEREST RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender, under covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instruments,

MONTTHLY 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.

[Proprietary Address]

(the "Leander") of the same date and covering the property described in the Security Instrument and located at:
4021 N MAPLEWOOD, CHICAGO, IL 60618

THIS ADDENDUM TO THE INDENTURE OF MORTGAGE
dated November 1, 1991, between
THE BOSTON HARBOUR COMPANY, INC.,
and **SECURITY INSTRUMENTS CORPORATION**,
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

ADJUSTABLE RATE RIDER 131-6561815-729 60404281

ADJUSTABLE RATE RIDER

60404281