

# UNOFFICIAL COPY

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State of Illinois

## MORTGAGE

FHA Case No.

131:6639961:729

THIS MORTGAGE ("Security Instrument") is made on **APRIL 3, 1992** . The Mortgagor is

ELAINE GODWIN, DIVORCED AND NOT SINCE REMARRIED (and)  
BARBARA M. GODWIN-HARDING, MARRIED TO EDWIN HARDING

("Borrower"). This Security Instrument is given to **THE FIRST MORTGAGE CORPORATION**

which is organized and existing under the laws of **ILLINOIS** , and whose  
address is **19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422**

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

**FIFTY THOUSAND TWO HUNDRED NINETY ONE AND NO/100 Dollars (U.S. \$ 50,291.00)**

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 **MAY 1, 2022**

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 2 IN BLOCK 3 IN HAZEL CREST COUNTRY CLUB GARDENS, BEING A SUBDIVISION OF  
PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**TAX I.D. #29-30-300-012-0000**

which has the address of **2017 W. 171ST STREET, HAZEL CREST**  
Illinois **60429** **(Street, City,  
(Zip Code) ("Property Address")):**

**(Street, City,**

**FHA Illinois Mortgage - 2/91**

**VMP -4R(IL) 1910.0**

**Page 1 of 6  
VMP MORTGAGE FORMS - (313)283-8100 - (800)521-7291**

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WWD -4R(L) (01990)

WWD -4R(L) (01990) FORMS - 1A12023A (01/00) - 00006721 7291  
Page 1 of 1

FHA Illinois Mortgagor - 2/91

Illinois  
[Street, City,]

60429  
2017 W. 171ST STREET, HAZEL CREST  
[Zip Code] ("Property Address")  
[Street, City,]

which has the address of  
TAX I.D. #29-30-300-012-0000

TAX I.D. #29-30-300-012-0000

THE THIRD PRINCIPAL, MERIDIAN, IN COOK COUNTY, ILLINOIS.

PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14 EAST OF  
LOT 2 IN BLOCK 3 IN HAZEL CREST COUNTRY CLUB GARDENS, BEING A SUBDIVISION OF

described property located in  
COOK  
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
security of this Security Instrument; and (c) the performance of Borrower's obligations and agreements under this Security  
Instrument and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the  
extinguishment of the debt evidenced by the Note, with interest, and all renewals,  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2022  
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
address is 19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422  
which is organized and existing under the laws of ILLINOIS  
and whose

("Lender"). Borrower owes Lender the principal sum of  
FIFTY THOUSAND TWO HUNDRED NINETY ONE AND NO/100 Dollars (U.S. \$ 50,291.00)  
which is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for  
amount paid earlier, if not paid earlier, due and payable on MAY 1, 2022

("Borrower"). This Security Instrument is given to THE FIRST MORTGAGE CORPORATION

BARBARA M. GODWIN, GODWIN-HARDING, MARRIED TO EDWIN HARDING  
ELAINE GODWIN, DIVORCED AND NOT SINCE REMARRIED (and)

THIS MORTGAGE ("Security Instrument") is made on APRIL 3, 1992 . The Mortgagee is

131:6639961:729

## MORTGAGE

State of Illinois

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**20. 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       Graduated Payment Rider       Other [Specify]  
 Planned Unit Development Rider       Growing Equity Rider      Adjustable Rate Rider.

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:**

*Elaine Godwin* (Seal)  
ELAINE GODWIN Borrower

*Barbara M. Godwin-Harding* (Seal)  
BARBARA M. GODWIN-HARDING Borrower

*x Edwin Harding* (Seal) *S. O. F.* (Seal)  
EDWIN HARDING -Borrower -Borrower

EDWIN HARDING IS SIGNING THIS DOCUMENT  
SOLELY FOR THE PURPOSE OF PERFECTING HIS WAIVER OF HOMESTEAD  
STATE OF ILLINOIS, County ss:  
I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify  
that ELAINE GODWIN, DIVORCED AND NOT SINCE REMARRIED (and) BARBARA M. GODWIN-HARDING,  
MARRIED TO EDWIN HARDING

, 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 3rd day of APRIL 1992.

**My Commission Expires:**

MAIL TO

This Instrument was prepared by: DEBBI KARL  
**VMP** -4R(IL) THE FIRST MORTGAGE CORPORATION  
19831 GOVERNORS HIGHWAY  
FLOSSMOOR, ILLINOIS 60422

Notary Public

"OFFICIAL SEAL"  
Bryan Zieler  
PENNSYLVANIA STATE POLICE  
Montgomery County Bureau 4/19/92

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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.

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. 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 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 tenders 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;

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.

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

without charge to Borrower, Borrower shall pay any recordation costs.

18. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument

17. Forfeitures Procedural requirements immediate payment in full under paragraph 9, if cedar may foreclose security instrument by judicial proceeding. If cedar 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.

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

Landlord shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower; however, Landlord 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 Landlord. This assignment of rents of the property shall terminate when the debt secured by the Security Instrument is paid in full.

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

(ii) 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 receive all the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's assignee or written demand to the tenant.

(S.) Borrower's Copy. Books were shall be given one copy of this Security instrument.

14. **Covering Laws; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note purports to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and 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 unless Borrower designates by notice to Lender's 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 given in this paragraph.

12. Successors and Assignees Bound; Joint and Several Liability; Co-Signers. The co-contractants and agreements of this Security instrument shall bind the successors and assignees of Lender and Borrower, subject to the provisions of paragraph 9,b. Borrower's co-contractants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgagee, grant and convey that security interest to the Notee; (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 their Borrower's consent.

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**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. 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 hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. 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. 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 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. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's assignee or successor in interest or refuse to extend time for payment of otherwise nonfully amortized loan payments as security of the original Borrower's successor in interest. Lender shall not be required to file a complaint to release the liability of the original Borrower or Borrower's successor in interest if Lender shall not agree to release the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower's amortization out of the funds received by Lender.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the case of reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the date Lender has not received immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender is Lender had not received immediate payment in full. Upon reinstatement by Borrower, this Security Instrument shall remain in effect proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in force unless costs and reasonable and customary attorney fees and expenses properly associated with the foreclosure proceeding account current under the Security Instrument of Borrower under this Security Instrument, bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, proceedings are instituted. To reinstate the Note or this Security Instrument, Lender shall require all amounts required to Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted.

(c) **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of

of insurance is solely due to Lender's failure to remit a mortgagor insurance premium to the Secretary such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the availability of insurance is limited, A written statement of any authorized agent to the Secretary dated subsequent to 60 days from the date instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(d) **Repayments of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to receive 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) **Afterpage 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

(f) **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 his rights with respect to subsequent events.

## 9. Grounds for Acceleration of Debt.

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

outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto. referred to in paragraph 2, or elanage the amount of such payments. Any excess proceeds over an amount required to pay all

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MP-6916810202

MPC MORTGAGE LOANS - 1312731400 - 0001527-7791

FHA Adjustable RATE RIDER - 2/91

initial interest rate.

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

## (D) Limits on Interest Rate Changes

limits stated in paragraph (c) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

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.

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO percentage points (2.5%) to the

## (C) Calculation of Interest Rate Changes

development of this or her designee." Lender will give Borrower notice of the new index developed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development. If the index (as defined above) is no longer available, Lender will use as a new index any index by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available 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; "Interest 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 developed 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 Borrower notice of the new index developed by the Secretary.

## (B) The Index

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

## (A) Change Date

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

Instrument, Borrower and Lender further covenant and agree as follows:

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

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

[Property address]

2017 W 171ST STREET, HAZEL CREST, ILLINOIS 60429

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

("Lender") to secure Borrower's Note ("Note") to THE FIRST MORTGAGE CORPORATION  
the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned  
APRIL , 1992 , and is incorporated into and shall be deemed to amend and supplement

THIS ADJUSTABLE RATE RIDER is made this 3rd day of

## ADJUSTABLE RATE RIDER

131:6639961:729  
FHA Case No.

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## (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

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

*Elaine Godwin* \_\_\_\_\_ (Seal)  
ELAINE GODWIN \_\_\_\_\_ Borrower  
*Barbara M. Godwin-Harding* \_\_\_\_\_ (Seal)  
BARBARA M. GODWIN-HARDING \_\_\_\_\_ Borrower  
*Edwin Harding* \_\_\_\_\_ (Seal)  
EDWIN HARDING \_\_\_\_\_ Borrower  
EDWIN HARDING IS SIGNING THIS DOCUMENT  
SOLELY FOR THE PURPOSE OF PERFECTING HIS WAIVER OF HOMESTEAD  
[Space Below This Line Reserved for Acknowledgment]

9247022

# UNOFFICIAL COPY

9.2247022

FHA Case No.

131;6639961;729

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 3rd day of APRIL, 1992, 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 to

THE FIRST MORTGAGE CORPORATION

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

2017 W. 171st STREET, HAZEL CREST, ILLINOIS 60429

[Property Address]

The Property is a part of a planned unit development ("PUD") known as

HAZEL CREST COUNTRY CLUB GARDENS

[Name of Planned Unit Development]

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

- A. So long as the Owners' Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives any provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

FHA Multistate PUD Rider - 2/91

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Page 2 of 2

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FOR THE PURPOSE OF RECORDING THIS MAVIER OF ACQUAINTED WITH THIS DOCUMENT RESERVED FOR HOMESTEAD

EDWIN HARDING IS SIGNING THIS DOCUMENT SOLELY  
EDWIN HARDING - Borrower  
EDWIN HARDING (Seal)

BAKBARA M. GODWIN - Borrower  
BAKBARA M. GODWIN-HARDING (Seal)

ELEANOR GOODWIN - Borrower  
ELEANOR GOODWIN (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of Borrower with interest, upon notice from Lender to Borrower requesting payment.

These amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

\* MADE TO BRISBANE M. GODWIN-HARDING  
HARDING

I, WAYNE PETERS, a notary public in and for said County and State do hereby certify that EDWIN HARDING, personally known to me to be the same person whose name is subscribed to the foregoing instrument, Mortgage for the property located at 2017 West 171st Street, Hazel Crest, Illinois, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of April,  
1994

"OFFICIAL SEAL"

WAYNE E. PETERS

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 03/19/94

Notary Public

92247022