

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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1992 APR 21 AM 3:23

92263030

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State of Illinois

## MORTGAGE

EEA Case No.

131:6636177:729

92263030

THIS MORTGAGE ("Security Instrument") is made on **MARCH 31, 1992**

The Mortgagor is

**CHRISTOPHER R. STOCKMAN AND JACQUELINE M. STOCKMAN, HIS WIFE**

("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 **ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED EIGHTY SIX AND NO/100**

Dollars (U.S. \$ 108,886.00)

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 **APRIL 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 7 IN HOEKSTRA'S SECOND ADDITION TO DUTCH VALLEY, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX I.D. #29-22-200-085

which has the address of **16215 JOYCE CIRCLE, SOUTH HOLLAND**  
**ILLINOIS 60473**

{Zip Code} ("Property Address")

Street, City,

EEA Illinois Mortgage - 291



RECORDED IN COOK COUNTY, ILLINOIS

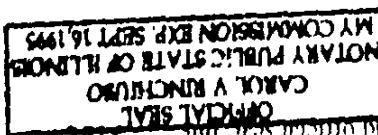
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ELGIN, ILLINOIS, U.S.A.  
1983 GOVERNORS HIGHWAY

THE FIRST MORTGAGE CORPORATION  
This instrument was prepared by MARLE ROGEE

0905926

NOTARY PUBLIC  
ILLINOIS



My Commission Expires

Sept 16, 1995

This instrument was delivered to the said instrument, appeared before me this day in person, and acknowledged that the person(s) whose name(s) subscribed to the foregoing instrument, did and do hereby certify that they are and were at the time of signing this instrument, free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS  
THE UNDERSIGNED,  
CHRISTOPHER R. STOCKMAN AND JACQUELINE M. STOCKMAN, HIS WIFE  
Notary Public in and for said county and state do hereby certify  
COOK County ss:

Borrower  
(Seal)

Notary  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

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.

Minimum Rider     Credit Based Payment Rider     Clouing Equity Rider     Planned Unit Development Rider

20. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover page of each such rider shall be incorporated into and shall amend and supplement the cover pages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable boxes]

21. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover page of each such rider shall be incorporated into and shall amend and supplement the cover pages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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: (a) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary; or (b) 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 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 return 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.

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.

17. Foreclosure Procedure: If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

## NON-LIEN FORM COVENANTS: Borrower and Lender further covenant and agree as follows:

Lender shall not give or waive any default or nondefault 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.

Borrower, however, under or a judgment apponited recover may do so at any time there is a breach. Any application of rents shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach.

Lender from exercising its rights under this paragraph 16

Borrower has not received any prior assignment of the rents and his son and will not perform any act that would prevent Lender's action on Lender's written demand to the court.

Lender's receipt of the rents of the property, and to each tenant of the property shall pay all rents due and unpaid to Lender or receive all of the rents of the property, and to each tenant of the property shall be entitled to collect and benefit of Lender only, to be applied to the sums secured by the Security Instrument, the Lender shall be entitled to collect and benefit of Lender to pay the rents to Lender or Lender's heirs and executors.

16. Assignment of Rents: Borrower, without unduly assuring 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 for the benefit of Lender and Borrower. This assignment of rents constitutes an assignment and not an assignment for additional security only.

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

14. Governing Law: Severability: This Security Instrument shall be governed by federal law and the law of the state where it was executed without regard to conflict of law provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. Notes: Any notice to Borrower provided for in this Security Instrument shall be given by mailing to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of 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.

12. Successors and Assigns: Joint and Several Liability: Co-Signers: The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.2. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable for the amounts of this Security Instrument or the Note without limit Borrower's consent. Borrower's interest in the Property under the terms of this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeite or cancel any agreement made by this Security Instrument; and (d) is co-signing this Security Instrument only to mortgagor, grant and convey this Security instrument but does not execute the Note; (e) is co-signing this Security Instrument only to mortgagor. Any Borrower who co-signs this Security instrument shall be liable for the amounts of this Security Instrument or the Note without limit 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 circumstance. 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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exercise of any right or remedy  
accessors in interest. Any Lender in exercising any right or remedy shall not be a waiver of or preclude the  
of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's  
conveyance proceedings against any successor to the extent that payment or offering is made directly to Lender.  
not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to  
amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall  
11. Borrower Not Released; Borrower Not a Member; Extension of the time of payment of modification of

failure, or this instrument will adversely affect the property of the person created by this Security Instrument.  
consequence of a certain transaction he makes, the instrument will preclude Lender from grounds in the  
he accepted instrument after the conveyance of Borrower's property within two years immediately preceding the  
as it Lender has not received immediate payment in full. However, Lender is not required to permit retransfer if: (1) Lender  
proceeding if not remunerated by Borrower; (2) this Security Interest and the obligations shall remain in effect  
forclosure costs and reasonable and customary attorney fees and expenses properly associated with the foreclosure  
bring Borrower's account current again. Borrower shall render in a timely sum all amounts required to  
proceedings are instituted to pay in arrears the Security Instrument. This right applies even after foreclosure  
Borrower's failure to pay in arrears the Note or this Security Instrument. This right is because of  
10. Restatement; Borrower has a right to be reinstated if Lender has received immediate payment in full because of

of insurance as solely due to Lender's failure to retain a reasonable insurance premium to the Secretary.  
such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability  
hereof, defining to insure this Security Interest and the Note referred to the Secretary, shall be deemed conclusive proof of  
insurability. A written statement of any affidavit given to the Secretary dated subsequent to the days from the date  
and new insurance premiums in paragraph 9, require immediate payment in full of all sums secured by this Security  
obligation to insure under the National Housing Act within 60 days from the date hereof, Lender may, at his option  
19. Mortgage Not Insured; Borrower agrees that should this Security Instrument and the Note secured thereby not be

instrument does not constitute acceleration or foreclosure if not permitted by regulations of the Secretary.  
rights in the case of payment details to receive immediate payment in full and release it not paid. This Secretary  
(d) Regulations of H.D. Secretary; the many circumstances regulating issues raised by the Secretary will limit Lender's

not require such payments. Lender does not waive its rights with respect to subsequent events.

(c) No Waiver; If circumstances occur that would permit Lender to receive immediate payment in full, but Lender does

requirements of the Secretary  
purchaser of insurance fees so occupy the Property but his or her credit has not been approved in accordance with the  
in. The Property is not occupied by the purchaser or trustee as his or her principal residence, or the  
otherwise, and later than by devise or descent by the Borrower, and  
in All or part of the Property, or a beneficial interest in a trust owing all or part of the Property, is sold or  
securities, currency immediate payment in full of all sums secured by this Security Instrument to  
(b) Sale Without Credit Approval; Lender shall, if permitted by applicable law and with the prior approval of the  
Securities

the Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this  
on the due date of the next monthly payment or  
(c) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or  
require immediate payment in full of all sums secured by this Security Instrument to  
(a) Default; Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults,

9. Grounds for Acceleration of Debt.

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

outstanding independent of the Note and this Security Instrument shall be paid to the entity legally entitled to pay all  
pertained to in paragraph 2, or during the term of such payments. Any excess proceeds over an amount required to pay all

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FHA Case No.

131:6636177:729

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 31st day of MARCH, 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 ("Note") to

**THE FIRST MORTGAGE CORPORATION**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at  
16215 Joyce Circle, South Holland, IL 60473

Property of Cook County Clerk's Office

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

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

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

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.

#### (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 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 Borrower 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 percentage points (-2.0%) 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 single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

FHA Multistate ARM Rider - 2 91

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Final report on the development of a new generation of VLSI design tools

*Stockman* *Stockman* *Stockman* *Stockman* *Stockman* *Stockman*

DAGQUELINE A STOCKMAN

Bronwater (Seal) (Seal) (Seal) (Seal) (Seal) (Seal)

CHRISTOPHER R. STOCKMAN

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under which the holder of Bearer paper can defer payment until the date on which the interest rate is due; and (ii) the holder of such paper can defer payment until at least 60 days before the new monthly payment amount is due, and under certain conditions, the new monthly payment amount may be delayed by two more days.

Solutions to exercises (4)

(c) Calculation of Payment Charge  
If the interest rate charged on a charge base, lesser with regard to the amount of monthly payment of principal and interest would be necessary to repay the unpaid principal balance in full at the maturity date of the new interest rate through subsidies and payments in kind such as redemption, lesser will use the unpaid principal balance which would be owed on the charge base if there had been no default in payment of interest and principal with respect to the amount of principal and interest.