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3. Application of Payments. All payments under paragraph 1 and 2 shall be apportioned by Lenders as follows:

First, to the mortgagee insurance premium to be paid by Lender to the Secretary, charge by the Secretary instead of the monthly mortgagee insurance premium;

Second, to the monthly mortgagee insurance premium;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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 is not a mortgagee instrument premium as 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 of a mortgage insurance premium if this Security instrument is held by the Secretary, or (iii) a premium of the mortgage insurance premium that is an amount sufficient to accumulate the full annual mortgage insurance premium of the mortgage insurance premium prior to the date the Lender acquires ownership of the instrument in accordance with the terms of the Note.

If at any time up to the end of the payment period held by Landlord for income (a), (b), and (c), together with the future monthly payments for such prior to such dates of such income, exceeds by more than one-half the estimated amount of the same payable to Landlord prior to the due date of such income, excesses shall be paid to Landlord when received by him.

Each monthly remittance for wages (a), (b), and (c) shall contain one-half of the amounts remitted, as hereinafter set forth:

2. **Mutually Exclusive Events**: Two or more events cannot occur at the same time.

1. Payment of Principal Interest and Late Charges due under the Note.

**BONCOURT COMPANIES** will promptly respond to all claims and demands, subject to any circumstances of record.

1900's, there were many more than 1000 companies involved in the oil and gas business. Most of these companies had very little capital and were not able to compete with the large oil companies.

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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.

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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 referred to in

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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 foreclosure 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.

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

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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 accrued by this Security Instrument, Lender will release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
17. Remedies. Lender may foreclose on the property provided in this paragraph 17, including, but not limited to, repossess, collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, repossess, fees and costs of title evidence, the 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, repossess, fees and costs of title evidence.

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

16. Assignment. Borrower shall not be entitled to enter upon, take control, or maintain the Property before or after giving notice of breach to Lender who has not exercised any prior assigmentary right under this paragraph 16.
- 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 Lender's agency. However, prior to Lender's notice to Borrower, a breach of the Property, Borrower, at Lender's request, Lender's agents to collect the rents and revenues and hereby directs each tenant of the property to pay the rents to Lender to collect the rents and revenues of the property for the benefit of Lender and Borrower.
- If Lender gives notice of breach to Borrower, Lender shall not be liable for any additional security only.
15. Borrower shall be given one confirmed copy of this Security Instrument.
14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument and the Note are declared to be severable, such contract shall not affect other 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 delivery in writing to Borrower at his address 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 when given as provided in this paragraph.
12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the property under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or reschedule by this Security Instrument under the terms of this Security Instrument (b) is not personally obligated to pay the sum due Borrower; however, if Lender does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the property under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or reschedule by this Security Instrument under the terms of this Security Instrument (b) is not personally obligated to pay the sum due Borrower.

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"OFFICIAL SEAL"  
MARY A. SCHNEIDER  
Notary Public, State of Illinois  
My Commission Expires 12/20/02

GLEN ELLYN, ILLINOIS 60137  
799 ROOSEVELT ROAD, SUITE #206  
FIRST FIDELITY MORTGAGE COMPANY

Form #R(1) (100)

This instrument was prepared by:

PAMELA KRESCHE

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Notary Public

My Commission Expires:

Given under my hand and official seal, this  
16th day of October, 1992.  
Signed and delivered the said instrument as HEREBY  
subscribed to the foregoing instrument, appended before me this day in person, and acknowledged good faith.  
Personally known to me to be the same person(s) whose name(s)

I, THE LENDER,  
LAWRENCE J. DUBINSKY  
92319851  
County ss:  
Borrower  
(Seal)

I, THE LENDER,  
LAWRENCE J. DUBINSKY  
Borrower  
(Seal)

I, THE LENDER,  
LAWRENCE J. DUBINSKY  
Borrower  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s)

- and agrees that this Security Instrument as of the date(s) were a part of this Security Instrument.
20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages of each such rider shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as of the date(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- Planned Unit Development Rider     Growing Equity Rider  
 Condominium Rider     Graduated Payment Rider  
 Other [Specify]

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FHA National ARM Rider - 7291  
Form 5891 (0103-02)  
VMP MORTGAGE FORMS - (13) 133-8100 - (800) 651-7291  
Page 1 of 2

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

(D) Limits on Interest Rate Changes

Change Date. Before each Change Date, Lender will calculate a new interest rate by adding a margin of two times 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.

(C) Calculation of Interest Rate Changes  
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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 a new 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 the borrower notice of the new index.

(B) The Index  
The interest rate may change, "Change," on the first day of July 1st

of each succeeding year. "Change," means each date on which the interest rate could change.

INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

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.

1941 LAUREL AVENUE HANOVER PARK, IL 60103  
(Property Address)

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

THIS ADJUSTABLE RATE RIDER is made this 30th day of April, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Document ("Security Instrument") of the same date given by the undersigned ("Borrower") to Secure Borrower's Note ("Note") to FIRST FIDELITY MORTGAGE COMPANY, Inc., 133 South Dearborn Street, Chicago, Illinois 60603.

## ADJUSTABLE RATE RIDER

131-6729052-729  
FHA Case No.

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INN 581 (10103).02

(Space Below This Line Reserved for Lender's Signature)	
Borrower (Seal)	Borrower (Seal)
Borrower (Seal)	Borrower (Seal)
LAURA D. DULANEY <i>Laura D. Dulaney</i>	

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

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 Change Date. Borrower shall have no obligation to pay any increase in the monthly payment due 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 due which occurs at least 25 days before the date given Borrower the notice of changes required by Paragraph (F) of this Rider. If the new monthly payment begins on the first payment date of the new month, the new monthly payment will be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date notice must be given, (ii) the Change Date, (iii) the new monthly payment amount, (iv) the new monthly payment amount, (v) the current index and the date it was published, (vi) the method of calculating the new monthly payment amount, and (vii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

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

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 same monthly payment of principal and interest.

(E) Calculation of Payment Changes

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 same 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 by the amount of any prepayments to principal. The new monthly payment will be the amount of the new principal balance which would be owed on the Change Date if there had been no delay; in payment of the new interest rate through subsequent equal payments. In making such calculation, Lender will use the unpaid principal and interest rate which would be necessary to repay the unpaid principal balance in full at the same monthly payment of principal and interest.

(G) Effective Date of Changes

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

(H) Notice of Changes

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

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