FICIAL COPY

en Recorded Mail To:

Fleet Mortgage Corp. ue, 2nd Floor 11800 South 75th Aven Palos Heights, Illinois 60463

SUPPRIS

HARVEY FMC# 581185-4

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No. 131:7179399 729

THIS MORTGAGE ("Security Instrument") is made on JULY 21, 1993. The Mortgagor is LOUIS M. HARVEY and LYDIA HARVEY, HIS WIFE ("Borrower"). This Security Instrument is given to FLEET MORTGAGE CORP., which is organized and existing under the laws of THE STATE OF RHODE ISLAND, and whose address is 11200 WEST PARKLAND AVENUE, MILWAUKEE, WILCONSIN 53224 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 00/100ths Dollars (U.S.\$106,871.00). 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 AUGUST 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all regions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the (entrity 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 locate 4 in COOK County, Illinois:

LOT 78 IN WILLOWBROOK ESTATES, PZING A SUBDIVISION OF PART OF THE SOUTHBAST 1/4 OF THE NORTHWEST W. C. SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MEKIDIA! IN COOK COUNTY, ILLINOIS.

TAX NO. 29-22-109-006 VOL. 214

BEFT-DI RECURDINGS

951.50

T40011 TRAN 5737 07/26/93 03:53:00 W-93-579457

COOK COUNTY RELOADER

93579457

Jot Const Clai which has the address of 326 EAST 165TH PLACE, SOUTH HOLLAND [Zip Code] ("Property Address"); Illinois

[Street, City] ,

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 fixture 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 seised 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.

UNOFFICIAL

When Rosended Well Fa-

Ford Mongrap Corp. 11800 South 75 h Avenue Rad Bloom Pates Heights, Hussis oddiff ...

YBV8AH

开起分娩 经分配主

Space above the thee ber Becarding fraud.

STATEMENT escrift to store

Kmo's AHT I'S io egentino ten j

1997 MERICAGE - Second Comment) is incidented by 1998 (c. Norgagoric Librask Hiller) Condition BARARY, US WEE CHEENERING This Same foreigned is nowned to the the EARLAN CARE, We become and acaing audor die tribe of t**itle state de ruijie is**t spie, wit in die laat <mark>in 11700 West Ba</mark>nku and Askatur. OPENIOD COMPY CONSTRUCTION STATEMENT STATEMENT FROM CTEACHER STORES AND ACCORDED Artist Transfer in the tentral program of the program of the program is TO COURSE OF SECTIONS AND INCIDENCES OF SECTION OF SECT is not a great of the Algebra Alter trigger to the contract of the contract of Butter of the section of the Supplied to the supplied of th Sometimes and the state of the I The Control of English Section Land on Paper Control of the Section Control of of the control of the Section of the particle of the control of Surger Course from Strong and Section of the Sectio The world of the marger of and show the base temperatural straight and admin প্রায়ের বিশ্ববিদ্ধার বিভাগ বিভাগ বিভাগ স্থান স্থান স্থান বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ বিভাগ where he experies at the set or have not a compact harfier or a course has

> THE STORY THE ELECTRONIC FOLLS IN MICHAEL ASSOCIATION OF PROPERTY OF THE PROPE THE REPORT OF THE PROPERTY OF THE PARTY OF T Oct Collusia TO EAST OF VIEW HER YEARING AND AND AND AND A COURSE AND

PANING, 29-22-5 (9-406) VOS., 314

which has the address of the EAST to lot by PLACE, SOCIETHOLD AND 13 (08

Washing (Property Address)

To CEATHER MATH do the (openwarents mass or hereafter each tree from every and all vascements, rights superturnated the southern transfers. In an every or and the and profits water rights and profits and profits and profits and profits and profits. The region is the transfers of the regions of the regions of the regions of the regions. "Service inscending to be "Property of

Alies has almone commends. Among his escentral compactor, considered, considered and the second and the considered and the cons more the commission on the first explaint of the least maintails the second with explaint out the order through

is deposited of this god, missest and lare Theorem tours will gave also counted and only and one, story the dole creditional by the diego and the charges has under the bear,

2. Boothly Brancok of Taxes, francoince and Oktor Chinger, the cost of the liste in each an offic paramet, together atto error a sense in the transfer that the transfer of the constant is any in the constant many in the constant manual and th be not extended by any or interpretable the foundhood payments or pound of the the portes and a principles to insurance के चेव्यापुरमञ्जू पूर्व के ए गुला

thick combity additioned for how (4), (b), and he half up the consensual in discounting is exceeding and income the that self in garance below the interpretation of the control of the control of the self and the control of the consisted blue or or in the sector frameway of the control of the control of the form of the control of the suprementations and the control of the control o See a sel becoming out in a The second of the second state of the second state of the second second

and the love that light groups on the father of come got in the The time out forms of courts above one agent in the court of the court remark additional additional based on the process of the processing of the base red and a state of the paper showing va opara un tient, i dus et caracina, Colores o artis tivo du caraciones de tibero resduca que formates sur tro tivo de caracinados de tibero esta a que formate su tro tivo de caracinados de tibero de duca que formate su tro tivo de caracinados de tibero de duca que formate de tibero d graphical contractions are recorded that makes are recorded by Lancia among control Language Markes are the control of the American Control of the Control of Control with all the parties are married railing to a record species and remaining and a complete transfer to the fact of the contract of the first properties of the contract of the add 2 to 1 1 form

Charte good ?

4 30 4 5009

16th a Manch New transfer - 2001

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, lessehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest and under the Note;

A STATE OF THE STA

Fourth, to amortizat or of the principal of the Note;

Fifth, to late charges the voder the Note.

4. Fire, Flood and Car Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently error d against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be paintained in the amounts and for the periods that Lender requires. Porrower 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 (ay) big clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lendor immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concurred 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 proceeds to 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 wasfer 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 Troperty; 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 evidence of this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title 10 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 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 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.

FHA Illinois Mortgage - 2/91

resignation of the interconfluence of the policy of the entered consense of the control of the edge of the entered control of the edge of the ed

If the content of the first the consequence of the expectation of the content of the first of the first of the content of the

A deplication of Payments. All provides make pain and a land to a control of sections, office, a control of the control of the control of the field by the field of the field of the control of the control of the field of the control of the control of the field of the control o

geografic to any sacer, special sevenments. However, in province contents one feet flood and odjeg to unit province prominer, or regioned;

The state of the unit and the States

to with, to amortization of the processed all the blanes

fifth, to late charges due ender the bolton

I tree there is an interpretation of the control of the control of the second of the second of the second of the second of the control of the second of the

to a classification and distribution in the state of the state of the state of the classical classical and the state of th granues and the transfer to the principle exercise greatest themselves a common or with a dealer according or from the action with the and in section of soft in degree on given the conjust ing our order. There there are seen and a term in the contract of the contract of al sult on the contract of the state of the substitute of the subs Statement for a proper state of first programmed to the control of the part of the state of t Bergaron Control of a property measure and publication and the state of t of the transfer information to the terms of the state of the expension of the state of the expension of the expension of the factors of good was to be discounted to be a was to had along the first place with a fi and a transport of a complete of their search by the bring the extension of the content of the brings of the complete of the content of the c

to does not the above that the second of the

executive of the transport of the control of the co

A Charge of the configuration of training the transport of the property discussion of the configuration of the con

The stream of the formatts of a close of the control of the ground control of the attended of the control of the control of the attended of the control of the attended of the

And accounted the control of the matter and the control of the con

In the many part of the improvement of the control of the part of the discount of the discount of the many of the control of the contro

- 8. Fees. Leader 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 (a) ments, 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 payr on 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 In and. 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 is 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 pregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failurs 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 the 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 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 origins' 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.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenant 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 Lerower'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, forbear 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 law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Rorrower's Copy. Borrower shall be given one conformed 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 Lende,'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 signment of rents constitutes an absolute assignment and not an assignment for additional security only.

A Person beaution was confice to the audit

S. Grappide flor, Acceleration of Dishe.

- (a) Orbanik Frender verge, varege as inniped by a vulatever brakel be the verte central ever of paragent debaults, regions and the large tradition to the property of the property of the best and the property of the pr
- en grant en eg tunnight, et ginnak rab yd besoorn tonnegog ginteria ync bat til geg ot ganlak sel allahe envetarati. O time character and also recently provided in the
- (ii) Borrow a dechebrally being rope perform a diversity for a top of the college abundance optimed in this becomes
- (b) Said Wilhold Codd Approval Combic shall, diperators by the law and with the pear approval this the manufactor representation of a region come. He he had as more and observation, compact victions of
- commented with a superposed with the track of the control of the supercontrol is alternated as a finish to track the last The in a short orbit of timestate to use the proof of the his real mode
- in mountaining at the sea harry house are the control of a property of political and the property of the prope to support and the second countries of the countries of the countries of the countries and the countries of ामुका अस्ता कामूर.
- (c) Par Pentine of Leading and Link that the part of the part of the partial and the partial partial partial design and control partial partial partial decay and an experimental partial decay and the partial partial partial decay and the partial partial partial decay and partial partia
- fill straditions of 19 33 Sterretory, to come the account of a conservation of a contraction accepted with tender of accepted as wood terrina dood strapered the call of the small of the Control of the State of the and tony a in get ter in, very new to we wish court in mean indicate an enclass from Contract of the Contract of
- set were on study or enters to a Tables and the decide and exercise remained because a har appreciate rec from the discount of in the many of the transfer and have taken all a common and all trains - girta r birin Egitsə The control of the co Community of the second of the and the fire of the second section of the Co a la viera la collectió de transfer la la **consistera de la collectió de la collectió de la collectió de la collectió** and the enterior of the constant of constant of the section of the But to the my stable one is a to opposite government of the
- Listed to the second the second to the second of the secon the state of the s BANK OF FRANCE OF SMITH OF PERSONS AND ASSESSED FOR The control of the co time is a supering of the Robbins of waste of the Community of the extraction of the a In the done to me to majore to the - Borns Eval presents. That his compared retains and to extens appropriate the relative form to the property to the A feet recovery, and are reflected garden when the cony mandrend to come were wind the to protect or insorting continue to consider all the day of the con-They members with prosts of the according to be to be of the figure and said the compared to the same of the
- to wear note a respective compaction of a contract of a second of an armonial state of the contract of the con non-considerable and the contract by third search that the proof of the following states are the following the contract the contract to the proof of the contract to the contr Be applicated and subject constraints and the control of the control of the control of the property of the control of the cont the subsection of the property of the state of the state of the subsection of the property of the state of the subsection of the subsectio
- The state of the statement of the state of the state of the state of the state of the statement of the state The state of the grant and several to the several t the order that the design of the energy of the energy control of the energy control of the energy control of the energy of the e continuence of the same of the person in the control of the control of the manager of the control of the person of the control of the control
- on the grant of the control of the control of the control of the later only expose all the control of the grant of the control of the control
- theories of the constitution of the constituti

 - estings to a second consumment the second consumer of a second or all monthly one of the second of t adi not visita a conseptificia na seveni a cala acoma di na visi ani tati a conferencia 😢 deliginata a cantificati alla acoma di nota a conse by the Marches and Brasser The configuration of realization and the execution of the end of the configuration of the configuration of the end o 1000 1000 05

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 rests of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Linder'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.

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

- 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 attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Be ro ver. Borrower shall pay any recordation costs.
 - 19. Waiver of How stead. Borrower waives all right of homestead exemption 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 covenanty 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.

(Creeck appreases pox(ex))					
☐ Cor:dominium Rider ☐ Planned Unit Development Rider	☐ Graduated Pa ☐ Growing Equ	· •	☑ Other - Adjustable Rate Rider		
BY SIGNING BELOW, Borrower accepted by Borrower and recorded with it.		terms contained in thi	s Security Instrument an	d in any rider(s)	
Witnesses:	0/	Moris M.	Harry	(Seal)	
	τ_{0}	LOUIS M. HARVEY		-Borrower	
).YIDA HARVEY	riey	-Borrower	
	(Seal)	クタ	•	(Seal)	
	-Borrower	3		Borrower	
STATE OF ILLINOIS, COOK		Public in and to ai	nty as:		
LOUIS M. HARVEY and LYDIAHARVEY, to the foregoing instrument, appeared beforestrument as The free and voluntary a	re me this day in person, act, for the uses and purp	, and acknowledged that poses therein set forth.	me person(s) whose name the signed and de	ne(s) subscribed slivered the said	
Given under my hand and official seal, the My Commission Expires:		Motary Public	Junston		
		EAL"	.0		
This Instrument was prepared by:	Notary Public, State My Commission Expir	e of Illinois }			

GREG McLAUGHLIN POR: Fleet Mortgage Corp. 11800 SOUTH 75TH AVENUE, 2ND FLOOR PALOS HEIGHTS, ILLINOIS 60463

PARCENSIONS

UNOFFICIAL COPY

If I ender government of its as as to line recycle and the construction of the instance of its instance of its analysis of the same of the following the following the following the following of the control of the con

Engrower and a recorded not pelomax engaged of the eventages of edition to the entering healthan verify present leader. Serves any its that verify present leader event count executively and a explanation prespiration for.

I series each not be reported and the control of maintain the frequency later matter more control of the series that the series of the control of the contro

Section of the Best of the many the second than the following section of the second section is

17. becente und Procedure et kourt e arquiver anno come provide to the land en a comparturate und thoughous dispersion of the confidence o

19. Prince of the material stockers in the side of the prince of a confidence of the stockers.

28. Endors to this Security has recovered "Cana to account to the bound of the bound of which they be units by the new ord, the covered to a not to be accounted to a confidence of the covered to the co

Likings and an electric bear of the state of

H) SCANISC BELLOW, the convert necession and agines has been a concurred to how its unity instrument with at any reduction on and your below to the reduction of planes are and your below to the reduction and the reduction of th

THE STATE OF THE S

STATE OF BLINGS, COME Luning and Luning and

the color of the first than the property of the found was abuse greater.

และสาราช ของเทยเลยสาราช หารส

saleto i a consta

A CONTROL OF THE STATE OF THE S

े व्यव विकास मान्य प्राचन विकास का विकास है ।

die ost lature fine First biorografe (**foso** sisosenoth is a anter subjector palikersenosen, elbros com

Harrie Control

ADJUSTABLE RATE RIDER

FHA Case No. 131:7179399 729

FMC# 581185-4

THIS ADJUSTABLE RATE RIDER is made this 21ST day of JULY, 1993, 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 FLEET MORTGAGE CORP. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

326 EAST 165TH PLACE, SOUTH HOLLAND, ILLINOIS 60473

[Property Address]

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

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may charge on the first day of OCTOBER, 1994, 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, he interest rate will be based on an Index. "Index" means the weekly average yield on United States Treatury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Cv.re. Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as tefined 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 designes." 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 point(s) (2.00%) 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%) Lipper or lower than the initial interest rate.

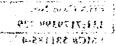
(E) Calculation of Payment Change

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

(F) Notice of Changes

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.

ADJUSTABLE RATE MIDER



THE ADDITIONS RATE RAPER to ment the Authorization of the United States and income and the meaning of the states o

THE NOTE CONTAINS PROVINGED ALLOWEST FOR CHANGES DESIGNATED BATH AND THE ACTION FROM THE HORSEWEST AND THE ACTION THE HORSEWEST EXTRACT REFER OF CAS GRANGE WE AND ONE CHE AND JURY SEASON RATE WAS ALLOWED AND ALLOWED ALLOWED AND ALLOWED ALLOWED AND ALLOWED ALLOWED ALLOWED AND ALLOWED ALLOWE

ADDITIONAL COMMENS in addition in the constant and constants from the foundation of the the Newsday forms.

STANDARD BEFORE AND SHRIPPING PAYARESCENDED AND THE CHANGE OF

Chi Chauge tech

That i herest one way obinge on the best day of WEWERRA, We the dust day of outhouses. One year "Chinge less" mouse with date on which was anceed over the confidence.

राज्यां असी (स)

off social places. Addition of the constant of the constant of the problem of the square of the constant of th

(C) Calculation of Interest Rein Change

Here is a continuous of the continuous of the continuous of the continuous of the section of the section of the continuous of the continuo

th Liedis of Percent Rate Changes

The innerest arts will review harrage as the name by more than one proved use print (1.6) of an any single from Par extended Date extended for the prints for higher or lower than the prints for the extended that the extended extended.

B. Cleable in all Paragest Change

If the interest rate couples of a Change thate, to make will a collective and mountly regions to decided and a listed when his work because the couple of a the mount and the members of any mountly and a couple of a the mount and through and therefore a collective and advantable of a third and through and the mountly of the collective and the action of the mountly property because we will be collective at the collective and the

- man be waters (4)

Loudon will are an a to be despect of non-classes, in the estate of the and probably physicist amount. The action that a probably probably probably probably probably in the content of th

FHA Case # 131:7179399-729

SG) 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 mosthly 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 SIGNIN'S BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate after.

Rom M.	Henry	_(SEAL)	Lydia Ho LYDIA HARVEY	irvert	(SEAL
ALCUIS M. BARYET		-Hortower	DIMEN HARVES	0	-20/1044
· · ·		(SEAL)			(SEAL
		4)		-Васто чес
	[Space Below Th	is Line Rese	ve i for Acknowledgea	rent}	
			Unil		
			0/2	750	
				76	
	. •			O _E	
					2
					_

937-1968野37、184 黄 5660万美好?

Other all the word with a real

more and the marker with a list of the the engineer, dream applicables of the contract and the contract and the when by the the real limes were made to be a fact that the the term of the the same begin the interest on the elegands to enought monerate necies out whose contrological file and the enough a site outst contrological section. control by our energy is not this states. Because is the first and experience expenses as the odale todaky na ona 108 mala 18 mili 19. o na na 19. inye mana 1994, na todaha don tannon a in miyen ylanako. care as measuring thing on the electric conserver and assert our editfical bare against the field contribution of what or give ansety to the c 1 Aborded to the objection of which the object is a standard to Saliva Lamer - Williams and the construction of the property of the second states and the second states and the second re stroke the behand. We have a second of the control of a situration visit to be beauty more even tibes jo the experience of the experience with the material and the construction of Controll to be that where the conand the strangers carried discharge fagors in a larger in the second and the conference of with therapy question yield to the stategers and the through the territory of the most will interest on demand as and excipanted even if the Note in transmission is a factory the demand the course is

Adjustable Rate Sides.

Adjustable Rate Sides.

Adjustable Rate Sides.

Adjustable Rate Sides.

					 14.			
ábad3)				2-	•		4 4	
१८ ध्रमध्यक्षकात्त्रम् । अञ्चलकात्त्री	- Paris		ر بر در میداد این	(11/30)	 	ا مودوره داره پ خ وددده	الدين بيون درو الأدام العربية العالمة الاحداد الم	
		* * * * * * * * * * * * * * * * * * *				**	••	

Appropriate a territory and processed by a per many morphisms of the contract of the contract