

UNOFFICIAL COPY

When Recorded Mail To:

Fleet Mortgage Corp.
8750 West Bryn Mawr, Suite 400
Chicago, Illinois 60631

PAUL
PMO# 447963-8

93041441

93041441

[Space Above This Line For Recording Date]

State of Illinois

MORTGAGE

PMA Case No.
131-0948365 729

THIS MORTGAGE ("Security Instrument") is made on JANUARY 4, 1993. The Mortgagor is KELLY A. PAUL, MARRIED TO HERBERT PAUL, ("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 11290 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224 ("Lender"). Borrower owes Lender the principal sum of FORTY-TWO THOUSAND ONE HUNDRED NINETY-TWO AND 00/100ths Dollars (U.S.\$42,142.00). 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 FEBRUARY 1, 2023. 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:

THE NORTH 47 FEET OF THE EAST 121 FEET OF LOT 12 IN DIVISION 2 WESTFALL'S SUBDIVISION OF 200 ACRES BEING A FED DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 (ACTIONAL), 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 21-38-384-022

DEPT-D1 RECORDINGS
197777 131-0948365 D1/10/93 131-0948365
\$4490 0 00-073-01414-1
COOK COUNTY RECORDER

which has the address of 7830 SOUTH BAGINAW, CHICAGO
Illinois 60649 (R.C.C.O. ("Property Address"))

Block, Ch. 1.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurteances, 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) household 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 COPY

SEARCHED
INDEXED
SERIALIZED
FILED

Property of Cook County Clerk's Office

REPORT

any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by the 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.

Quarantine and other items mentioned in paragraph 2.

If Borrower fails to make the payments required by Paragraph 2, or fails to perform any other covenant and agreesments contained in this Security Instrument, or there is a legal proceeding that may affect Lender's right to 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 right to the property, including payment of taxes, hazard

Request Borrower shall promptly return to Lender receipts evidencing due payments.

6. Changes to Borrower and Protection of Lender's Rights in the Property. Borrower will pay all government fees

and fees little shall be merged unless Lender agrees to the merger in writing.

is limited to, performance concerning "Power", occupancy of the property as a permanent residence, or the property as a temporary residence.

desirous, Landlord may take reasonable action to protect and preserve such value of Leased Property.

Borrower shall not commit waste or destroy, damage or substantially alter the Property or allow the Property to deteriorate, whereinunder may impact the Property if the Security is vested or abandoned or the loan is in

With the introduction of the new security system, customers can now easily access their account information via mobile devices or computers.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application Limitations.

In the second of two security statements of the day, the Minister of Finance said the government will move to the proposed changes.

are referred to in paragraph 2, or changes the amount of each payment. Any excess amounts previously paid over the amounts required

parallel in the order in paragraph 3, and then to preparation of principal, or (a) to the preparation of separator of the property. Any application of the procedure in the first, shall not affect the due date of the mandatory payment.

However, each insurance company is required to hereby authorise and directed to make payment for such loss directly to the claimant, after (a) to the conclusion of the proceedings under the Policy and the Court's Judgment. All or any part of the insurance proceeds may be applied by the claimant, if it

In the event of loss, **Britannia** shall be liable for the value of the **Landers** instruments up to their **market value**. **Landers** may make proof of loss if not made promptly.

Finally, we must understand that the amount of time available for the preparation of a paper will be limited by the number of publications accepted.

4. **Price, Taxed and Other Liabilities.** Borrower shall assume all improvements to the Property, whether now or

Second, to any test, special attention, let special payments of ground rents, and fire, flood and other public insurance premiums, be required;

3. Application of Pyramid. All pyramid under paragraph 1 and 2 shall be applied by Lender as follows:

immediately prior to a foreclosure sale or the Proprietary or a corporation by law, the Proprietary's successor shall be credited with any balance remaining for all installments for items (a), (b), and (c).

outstanding principal balance due on the Note.

labeled as a single entity in some premium or ultra-premium brands.

An *as used in this Deed* party instrument, *Secondary*, makes the Deedary of Housing and Urban Development or one of its agents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FMCB 447980-3

8. Note. Lender may collect the amount due under Note from Borrower.

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) Regulation of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such insufficiency. 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 law, the 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 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.

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 Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, 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. Borrower'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 Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

UNOFFICIAL COPY

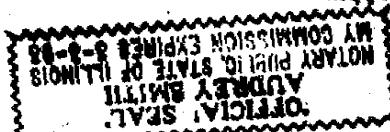
Property of Cook County Clerk's Office

UNOFFICIAL COPY

CHICAGO, ILLINOIS

12120 WEST BRYN MAWR, SUITE 460
WEBC MORTGAGE CORP.

...to provide the framework for further work.



My Composition Examples:

COOK **THE COOKIES** **THE COOKIES** **THE COOKIES**

卷之三

Digitized by srujanika@gmail.com

- Condromultilum Reader
- Planned Unit Development Reader
- Growing Family Reader
- Standard Family Reader

Agreements of this Board, a Committee as if it were a part of the Society Interim.

19. While it is commendable, Bismarck was all right of his intended separation in the Prussian party.

108. Additionally, upon payment of all sums payable by the Borrower under this Note, the principal amount of this Note will be paid in full.

17. *Características procedurales.* El carácter regularidad y precisión con que se llevan a cabo las operaciones establecidas en el procedimiento es uno de los criterios que más contribuye a la eficiencia del mismo.

NON-UNIFORM COVARIANTS. Bottemer and Landolt further comment and agree as follows:

Betterower has not exceeded any prior arrangement of the parties and shall not and will not perform any act that would prevent Lender from recovering its rights under this paragraph 16.

If Leader gives notices of breach to Borrower (a) within reasonable time after receiving notice of the results of the inspection and (b) before the end of the period of 30 days from the date of the inspection, the Borrower shall pay all reasonable costs and expenses to Leader or Leader's agent on

UNOFFICIAL COPY

CHICAGO, ILLINOIS, U.S.A.
MAY 21, 1968
REG'D. U.S. POSTAL SERVICE
U.S. GOVERNMENT PRINTING OFFICE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

FHA Case No.
131-5948355 729
PMC# 447980-3

THIS ADJUSTABLE RATE RIDER is made this 4th day of JANUARY, 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:

7800 SOUTH RAGINAW, CHICAGO, ILLINOIS 60649

(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 change on the first day of APRIL, 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, 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 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%) higher 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) Notices 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.

UNOFFICIAL COPY

Case No. 00-000000000
Defendant's Name: [REDACTED]
Date of Birth: [REDACTED]

Address: [REDACTED]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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

Kelly A. Paul (SEAL)
KELLY A. PAUL, ALSO KNOWN AS
KELLY A. GREEN, MARRIED TO HERBERT
PAUL.

Herbert Paul (SEAL)
HERBERT PAUL, signing not as co-mortgagor, but merely to waive all
marital and homestead rights

(SEAL)
Borrower

[Signatures Below This Line Below (or) for Acknowledgment]

TK67562

UNOFFICIAL COPY

Property of Cook County Clerk's Office