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When Recorded Mail To:
Waterfield Financial Corp
1515 E Woodfield Rd Ste 930
Schaumburg, IL 60173

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93120945

1455458

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No.

131-6915872-729

THIS MORTGAGE ("Security Instrument") is made on December 3, 1992. The Mortgagor is John E Jablonski, married to, and Carolyn F Hanns, divorced ~~RECORDED~~ remarried \$37.50 *Agnes C Jablonski : T#0010 TRAN 9430 02/16/93 13:56:00 : #8172 # *-93-120945 : COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to

Union Federal Savings Bank of Indianapolis

DEPT-01 RECORDING 137.50
T#1111 TRAN 2473 11/23/93 10:53:09
#2968 # *-93-120945
COOK COUNTY RECORDER

which is organized and existing under the laws of the United States
address is 7500 West Jefferson Boulevard, Fort Wayne, IN 46804

(Lender). Borrower owes Lender the principal sum of
One Hundred Twenty Four Thousand One Hundred Fifteen and 00/100
Dollars (U.S. \$124,115.00)

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 December 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 ~~INDIANAPOLIS~~ COOK

HERE

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

THIS MORTGAGE BEING RE-RECORDED TO CORRECT THE COUNTY NAME
ABOVE THE LEGAL DESCRIPTION

06-27-110-015
which has the address of 1232 Oak Ridge Dr, Streamwood
Illinois 60107
[Zip Code] ("Property Address");

[Street, City],

FHA Illinois Mortgage - 1/91

Indicates

4R(L) 10103

42674

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Property of Cook County Clerk's Office

92968448

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BL-2000

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page 1

Exhibit A

Illinois Mortgage

Given By: John E Jablonski and Carolyn F Hanns

LOT 13 IN BLOCK 4 IN OAK RIDGE TRAIL UNIT TWO BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 27, BOTH IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1988 AS DOCUMENT 88317460, (EXCEPT THAT PLAT THEREOF, DESCRIBED AS FOLLOWS): BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 125 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE 45.00 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS A DEFLECTION ANGLE TO THE LEFT OF 90 DEGREES 02 MINUTES 45 SECONDS WITH THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 13; THENCE WESTERLY ALONG SAID NORTHERLY LOT LINE, A DISTANCE OF 44.90 FEET, IN COOK COUNTY, ILLINOIS

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

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

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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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 Lessor to the extent of the full amount of the indemnities herein provided under the Note and instrument, Lessor shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Agreement.

This Security Instrument shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all government or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay those 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 the paid amounts.

5. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application Lessorholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within one year after the date of occupancy, unless the Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one 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 Security Instrument determines that this grantee shall cause undue hardship for Borrower, or unless executing circumstances exist which are beyond Borrower's control. Borrower shall notify Lessor of any extenuating circumstances, Borrower shall not commit waste to destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lessor may bring suit for damages resulting from any abuse, damage or waste to the Property.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property shall pass to the Purchaser. In addition, all right, title and interest of Borrower in and to insurance policies in force shall pass to the Purchaser.

In the event of loss, Borrower at such time shall give Lender immediate notice by mail. Lenders may make payment of loss if note made promissory by Borrower. Each instrument or company incorporated in hereby authorized and directed to make payment of loss if note made directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the instruments promissory notes may be applied by Lenders, at its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument or (b) to the payment of the damage property. Any application of the proceeds to the principal shall not exceed or postpone the due date of the note by more than 30 days from the date of payment.

4. Fire, Flood and Other Hazard Insurance: Borrower shall insure all improvements on the Property, including fixtures or subsurface improvements, against any hazards, causes of loss, and contingencies, including fire, for such a sum as to include losses payable clauses in favor of, and in a form acceptable to, Lender.

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(e) Mortgage Note Littered. Borrower agrees that should the 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 Secrety Lender may recall the Note secured thereby, shall be deemed conclusive proof of such illegibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to permit a mortgage insurance premium to the Secrety.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and foreclose if not paid. This Securitization does not authorize acceleration or foreclosure if not permitted by regulations 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 payments, Lender does not waive its right with respect to subsequent events.

(b) Sale /Use of Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Securitary, receive 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 delivery 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 fails to occupy the property but this or her credit has not been approved in accordance with the requirements of the Securitary.

(ii) Donations, contributions or gifts made by persons for charitable purposes.

(1) **Domestic securities** by January 25, 1975, domestic securities required by this section shall have been paid in full.

(e) require immediate payment in full of the sum secured by this Security Instrument;

9. Grounds for Acceleration of Debt.

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

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 the Security instrument shall be paid to the entity legally entitled thereto.

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44(1)(l) 191031

19. Waiver of Homestead. Borrower waives all right of homestead exemption in this Property.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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 hereafter. Any application of law shall not cure or validate any default or invalidity of Lender. This agreement of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

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

15. Borrower's Copy. Borrower shall be given one conforming 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 or the Note can be construed with applicability, law, such conflict shall not affect other provisions of this Security Instrument or the Note to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The co-contractors and agreeements 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 co-contractors and agreements of Lender and Borrower, subject to the provisions of this Security Instrument, but does not excuse the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the instrument 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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This Instrument was prepared by LOMA, LLC, 1250 South Highland
MI COMMISSION EQUITY 7/8408 STATE OF ILLINOIS

4R(1) 10/10

My Commission Expte 50145458 STATE OF ILLINOIS
"DEMOIAL SEAL"

9120945

Naomy Phillips

1992

Given under my hand and official seal this 3rd day of December

1992, free and voluntary act, for the uses and purposes herein set forth,
and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that
, personally known to me to be the same person(s) whose name(s)

John S. Jablonaski, married to, and Carolyn A. Hansen, divorced and not since remarried
, a Notary Public in and for said county and state do hereby certify

Counsel for:

John S. Jablonaski, waives her homestead rights
, Agnes C. Jablonaski, solely to borrower
(Seal)

Borrower
(Seal)

Carolyn A. Hansen
Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s)
executed by Borrower and recorded with it.

Witnesses:

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

* Agnes C. Jablonaski, is signing this mortgage to waive, disclaim, and
release all rights and benefits, if any, under or by virtue of the
Exemptions Law of the State of Illinois dealing with homeesteads, marriage
and Dissolution of Marriage Act and to subordinate all equitable interest
in the property, if any, to the lien of this mortgage
and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of each rider shall be incorporated into and shall amend and supplement the covenants
and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

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MTA Multilane ARM Rule - 2/91

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Ch 10

The interest rate will never increase or decrease by more than five percentage points (5.0%) higher or lower than the initial interest rate.

(D) ରାଷ୍ଟ୍ର ଓ ପାରିଶର୍କ କାନ୍ଦିଲୁମାରୀ

Two and 000/1000
Current Index per centage point(s) (2,000
limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next
Change Date.

(c) Calculate the interest rate charged before each Change Date, Lender will calculate a new interest rate by adding a margin of

(c) Calculation of integrated rate Change

Beginning with the first Change Date, the interim 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 figures available 30 days before the Change Date. Current Index means the most recent index figures available 30 days before the Change Date. If the index (as defined above) is no longer available, Lender will use a new index described by the Secretary. As used in this Rider, "Secretary" means the Secretary of the Treasury or his or her designee. Lender will give Borrower notice of the new index.

(B) The Index

The interest rate may change on the first day of April 1, 1994, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

INTEREST RATE AND MONTHLY PAYMENT CHARTS

ADDITIONAL COVRNANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree to the covenants and agreements set forth below:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MOUNTLY 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.

[Temporary Address]

1232 Oak Ridge Rd., Streamwood, IL 60107

(the "Licensor"), of the same date and covering the property described in the Security Instrument and located at:

Union Federal Savings Bank of Indianapolis

THIS ADDENDUM TO THE KRAUTER TRUST AGREEMENT IS MADE THIS 3rd Day of December, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgagor, Deed of Trust or Security Deed ("Security Instrument"), of the same date given by the undersigned ("Borrower"), to secure Borrower's Note ("Note"), to

ADJUSTABLE RATE RIDER

131-6915872-729

MHA Case No.

1455458

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[Specify Below This Line Reserved for Acknowledgment]

Carolyn P. Hansen
-Borrower
(Seal)

John E. Johnson
-Borrower
(Seal)

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

(ii) Enteueve Date of Change
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 decreases, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment exceeding the payment amount which should have been stated in a timely notice, then Borrower shall be entitled to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate, or (ii) request that Lender pay to Borrower any amount which should have been stated in the Note as the principal payment, with interest thereon at the Note rate equal to the interest rate which should have been stated in a timely notice, or (iii) require Lender to pay to Borrower any amount which is not paid to him by Lender under this Note.

(b) 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 change, (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.

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 sequentially 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 of any principal or interest payments to Principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.