



# UNOFFICIAL COPY

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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ANSWER

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.

6. Charges to Borrower and Protection of Lender's Rights in the Property: Borrower shall pay all government taxes, muncipal 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.

In the event of the dissolution of this Society by instrument or other transfer of title to the Property than partnerships who indebt themselves, 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 shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this security instrument, first to any deficiency amounts applied in the order in paragraph 3, and then to preparation of prime bid, or (b) to the restoration of repair of the damaged Property. Any application of the proceeds to the prime bid shall not extend the 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.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property against loss by fire, flood and other hazards, and contingencies, including fire, for which Lender requires extensive or subsignificant coverage, against any hazards, casualties, and contingencies, including fire, for which Lender now or subsequently insures. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall pay premiums on the Property insurance to Lender and shall include less payable clauses in favor of, and in a form acceptable to, Lender.

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**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 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.  
[Check applicable box(es)]

Condominium Rider       Graduated Payment Rider       Other (Specify) \_\_\_\_\_  
 Planned Unit Development Rider       Growing Equity Rider  
 **ADJUSTABLE RATE RIDER**

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

**Witnesses:**

*MARY T KHODLE* (Seal)  
MARY T KHODLE Borrower

• 130138807

(Seal)  
Borrower

..... (Seal) ..... (Seal)  
Borrower Borrower

STATE OF ILLINOIS. COOK  
THE UNDERSIGNED

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify  
that HARRY T KHODLE, DIVORCED AND NOT REMARRIED

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that She signed and delivered the said instrument as **RE** **R** **free and voluntary act, for the uses and purposes therein set forth.**

Given under my hand and ~~of December~~<sup>23rd</sup> day of December 1992.

### My Commission Expires:

" OFFICIAL SEAL "  
DEBBIE SMITH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/2/94

This Instrument was prepared by:

STEPHEN G. GALLAGHER, ASSOCIATE COUNSEL

4R(IL)

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY  
711 HIGH STREET  
DES MOINES, IOWA 50392

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exercised of any right or remedy. Any forbearance by Lender to exercise any right or remedy shall not be a waiver of or preclude the successors in interest. Any forbearance by Lender to exercise any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's assignee proceedings against any successor in interest or payee or otherwise whereby Borrower's claim to release the liability of the original Borrower or Borrower's successor in interest, Lender shall not be required to operate the security instrument of the original Borrower or Borrower's successor in interest if Borrower's claim to release the security instrument of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate the liability of the original Borrower or Borrower's successor in interest if Borrower's claim to release the security instrument of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower Not Released; Extension of the time of payment of nondischARGE of

future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender foreclosing, upon reinstatement by Borrower, this Security Instrument and the obligations shall remain in effect unless account and reasonable and customary attorney fees and expenses properly associated with the foreclosure proceedings costs and account in full, Borrower shall tender the sum all amounts required to bring Borrower's account current under this Security Instrument. This right applies even after foreclosure proceedings are instituted. To estimate the Security Instrument and the extent they are obligations of Borrower under this Security Instrument, Borrower has a right to pay an amount due under the Note or this Security Instrument. This right applies to all amounts required to pay the reinstated immediate payment if Lender has refused to make payment in full because of

of insurance is solely due to Lender's failure to renew a mortgage insurance premium to the Secretary. Such insufficiency, notwithstanding the foregoing, this option may not be exercised by Lender within the availability hereof, departing to insure this Security Instrument and the Note, secured thereby, shall be deemed conclusive proof of reinstatement. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date and nowinsuring and applying in paragraph 9, require him to pay in full of all sums secured by this Security and nowinsuring under the National Housing Act within 60 days from the date hereof, Lender may, at his option eligible for insurance under the Security Instrument and the Note secured thereby not be

(d) Registration of HIBS Secretary, to any circumstances regulating immediate payment in full and Lender does not require such payments, Lender does not waive his rights with respect to subsequent events.

(e) 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 his rights with respect to subsequent events.

(f) Sale Without Credit Approval, Lender shall, if permitted by applicable law and with the prior approval of the Secretary defaulter by failing, for a period of thirty days, to perform any other obligations contained in this requirements of the Secretary.

(g) Borrower defaulter 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

(h) Borrower defaulter by failing to pay in full all sums secured by this Security Instrument prior to or on the due date of the next monthly payment required by this Security Instrument if:

(i) Default, Lender may, except as limited by regulations issued by the Secretary in the case of payment defaulter,

(j) Grounds for Acceleration of Debt,

(k) Fees, Lender may collect fees and charges authorized by the Secretary,

(l) Outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all

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**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 that 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 agent. 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.

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.

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, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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File # 6919103101 FF 3470 Date 1/29/93 Mortgage # 131293-3103 - 1000921-7291

ELIA MORTGAGE AKAI Rider - 291

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 original interest rate stated in paragraph 2 of the Note.

(D) Limits on Interest Rate Changes

Current index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the terms stated in paragraph (D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO (2.00%) to the current index and rounding the sum to the nearest one-eighth of one percentage point(s).

(C) Calculation of Interest Rate Changes

Beginning with the first Change Date, the interest rate will be based on the 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 of one year, as made available by the Federal Reserve Board. If the index (as defined above) is no longer available, Lender will give Borrower notice of the new index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new index.

(B) The Index

The interest rate 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.

(A) Change Date

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

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

[Property Address]

WHEELING, IL 60090  
637 SUTTON COURT

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

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY  
("Borrower") to secure Borrower's Note ("Note") to

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

THIS ADJUSTABLE RATE RIDER is made this DECEMBER 1992, and is incorporated into and shall be deemed to amend and supplement

2380 day of

## ADJUSTABLE RATE RIDER

231-6942100-731

ELIA MORTGAGE NO.

591324

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## (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 note, (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.

## (G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of the Note 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 5(F) of the Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of the Note 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 5(E) of the Note 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 SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

\_\_\_\_\_  
[Signature] (Seal)  
Borrower

\_\_\_\_\_  
[Signature] (Seal)  
MARY T. KHODLE  
Borrower

\_\_\_\_\_  
[Signature] (Seal)  
Borrower

[Space Below This Line Reserved for Acknowledgment]

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MP-586 (9103) FF 3163

VMP MORTGAGE FORMS • (313) 293-8100 • (800) 521-7291

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A. So long as the Owners' Association maintains, with a general insurance company, a "master" or "blanket" policy insuring all property subject to the foregoing documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards indicated within the term "extended coverage"; and loss by flood, in the extent required by the Secretary, then (i) Lender waives the provision in Paragraph 2 of this Security instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Lender's obligation under Paragraph 4 of this Security instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy, Borrower shall give Lender prompt notice of any lapse in the required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repeat following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assented and shall be paid to the Lender for application to the sums secured by this Security instrument, with any excess paid to the entity legally entitled thereto.

B. Borrower promises to pay Borrower's allocated share of the common expenses of assessments and charges imposed by the Owners' Association, as provided in the condominium documents.

KINGSPORT COMMONS COMMUNITY

The Property Address includes a unit in, together with an individual interest in the common elements of, a

06009 7

06069 11 · 9M1733AM · 10005 NOLINS 219

PRINCIPAL MODULE ONE INSURANCE COMPANY ("Lender") of the same date and covering the Property described in the Security Instrument and located at

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

THIS CONDOMINIUM RIDER IS MADE THIS 23RD day of DECEMBER, 1992

CONDONIUM RIDER

131-6942100-731  
THA Case No.

59:324

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C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal)

Borrower

(Seal)

MARY T KNOOLE

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

[Space Below This Line Reserved for Acknowledgment]

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UNIT 4 IN BUILDING 22 IN KINGSPORT COMMONS CONDOMINIUM, AS  
DELINEATED ON A SURVEY OF A PART OF LOTS 5, 6 AND 7 IN SECTION 3  
TAKEN AS A TRACT, IN OWNER'S DIVISION OF BUFFALO CREEK FARM,  
BEING A SUBDIVISION OF PART OF SECTIONS 2, 3, 4, 9 AND 10,  
TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, WHICH SURVEY  
IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER A  
TRUST AGREEMENT DATED JANUARY 29, 1986 AND KNOWN AS TRUST NUMBER  
110806 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK  
COUNTY, ILLINOIS ON MAY 15, 1987 AS DOCUMENT NUMBER R7H2R9WQA8  
TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO  
SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF  
CONDOMINIUM, AS MADE AMENDED FROM TIME TO TIME, EXCEPTING THE  
UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS  
MAY BE AMENDED FROM TIME TO TIME.

\*87-264,610

10/19/03

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