

UNOFFICIAL COPY

BOX 106

94306074

ATL TITLE COMPANY
377 E. Butterfield Rd., Suite 100
Lombard, IL 60148

RECORD AND RETURN TO:
LINCOLN HOME MORTGAGE, INC.
447 NORTH ROSELLE ROAD
ROSELLE, ILLINOIS 60172

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

PHA Case No.

101:7592621-251

94-17547

THIS MORTGAGE ("Security Instrument") is made on **MARCH 31, 1994**. The Mortgagor is **JANUSZ MAKI, SINGLE, NEVER MARRIED**

4863 EAST CAROL-UNIT #E, SKOKIE, ILLINOIS 60077, DEPT-01 RECORDING \$35.00
("Borrower"). This Security Instrument is given to COOK COUNTY RECORDER
COOK COUNTY RECORDER

LINCOLN HOME MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS; and whose address is 447 NORTH ROSELLE ROAD

ROSELLE, ILLINOIS 60172 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 115,500.00).

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 APRIL 1, 2024. 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:

PARCEL 1: THE SOUTH 18.50 FEET OF THE NORTH 107.83 FEET OF LOT 7 IN THE SUBDIVISION OF PART OF LOT 2 IN ASSESSORS DIVISION OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURtenant FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN DOCUMENT NO. 16409646.

94306074

10-21-207-062

35 W

which has the address of 4863 EAST CAROL-UNIT #E, SKOKIE, ILLINOIS 60077
Zip Code ("Property Address");

Street/City,

PHA Illinois Mortgage - 2/91

DPS 1609

4RHL 161031

VMP MORTGAGE FORMS • (312) 283-8100 • (800) 621-7291

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Wf 5(3)(b)(3)

21020Bv₁

(CO:6) (11) 84-¹⁴ 620

Fifth, to have charges due under the Note.

Fourth, to amortization of the principal of the Note;

Third, to interpret the older literature.

premises, as required;

Finally, in the nonfarmable household income premium, we find no evidence to the contrary to the second finding of the previous study, namely that the nonfarmable household income premium is not significantly different from zero.

(e.g., application of trygeminins), all pyramins under purifications 1 and 2 must be applied by transfer instruments.

If Borrower tendered 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 instruments for items (a), (b), and (c). If Borrower fails to pay Lender the full payment of all sums secured by this Security Instrument, Lender shall pay to Borrower the amount of the principal balance outstanding plus interest accrued thereon at the rate of 12% per annum from the date of the instrument until paid.

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 makes a lump sum payment to the Secretary, each monthly payment will be applied to the Lender's account in the same manner as if it were a monthly payment prior to the date the lump sum payment was made. If the Lender has not been paid by the Secretary, the Lender may file a claim against the Secretary for the amount of the lump sum payment.

If in any time the holder of the payment held by Lender for items (ii), (b), and (c), together with the future amounts payable for such items payable prior to the due dates of such items, exceeds by more than one-sixth the estimated payments required to pay such items when due, and if payments on the Note are current, then Lender shall require an amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall require an excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, in the option of Borrower, if the total of the payments made by Borrower for item (ii), (b), and (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.

2. Monthly Payments of Taxes, Insurance and Other Charges, Borrower shall include in each monthly payment, taxes and insurance required by paragraph 4.

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.

BORROWER COVENANTS that Borrower is lawfully entitled to the estate hereby conveyed and has the right to mortgage;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, rents, royalties, minerals, oil and gas rights and Prospects, 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".

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referred to in paragraph 2, changing the amount of such payment. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

9. Grounds for Acceleration of Debt.

- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and 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 ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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.

AMERICAN HOME MORTGAGE CORPORATION

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Initials: *J.A.M.*

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Date:

Page:

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application of the proceeds to the principal shall not exceed or postpone the date of the monthly payments, which are first to any delinquent amounts applied in the order provided in paragraph 3, and then to payment of principal. Any interest to Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security instrument. Lender shall be paid to Lender to the extent of the full amount of the indebtedness upon and under the Note and this Security instrument or other taking of any part of the Property, or for convenience in place of condemnation, or by sheriff assessment and condemnation of any part of the Property, damages, direct or consequential, in connection with any

Lender, shall be immediately due and payable this Security instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and in the option of Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security instrument.

in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and agreements contained in this Security instrument, or there is a legal proceeding that may affect Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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 these obligations on time directly to the entity which is owed the property to pay without delay those obligations on the

Borrower's request. Borrower shall also be in default, Lender may take reasonable action to protect and preserve such right or abandoned or the loan is in default, Lender may inspect the Property if the Property is vacant or the Property to determine, reasonable, what and how beyond Borrower's control, damage or substantial change the Property or allow excessive circumstances, Borrower shall act, which are beyond Borrower's control, Borrower shall notify Lender of any unless after the date of occupancy unless the Security deposit will cause undue hardship for Borrower, one year after the date of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least the execution of this Security instrument and shall transfer title to the Property to another Lender, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after Lenderhold, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after Lender

In the event of foreclosure of this Security instrument or other transfer of title to the Property that extinguishes the indebtedness, will retain title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy. Freehold, Mortgagor and Protection of the Property; Borrower's Loan Application. 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 to Lender, in its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, in its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the monthly payments which are referred to in paragraph 3, or changing the amount of such payments. Any excess insurance proceeds of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the date of the delinquent amounts applied in the order provided in paragraph 3, and then to payment of principal, or (b) to the restoration or repair of the damaged Property, whichever now in existence or subsequently created, regardless of loss by flood also insures all improvements on the Property, whether now in existence or subsequently created, regardless of loss by fire, for which Lender also insures all improvements in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, which now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender now in insurance shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender. All insurance shall be carried with companies approved by Lender. The insurance policies and any required by the Security. All insurance shall be carried with companies approved by Lender. The insurance policies and any insurance will insure all improvements on the Property, whether now in existence or subsequently created, regardless of loss by fire, for which Lender now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender now in

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94-17547

FHA Case No.

131:7592621-251

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **31ST** day of **MARCH**, 1994, 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 **LINCOLN HOME MORTGAGE, INC.**

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

4863 EAST CAROL-UNIT #E, SKOKIE, ILLINOIS 60077

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 **JULY 1, 1995**, 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) (**2.000 %**) 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.

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-BORTOWER
(Seal)

-BORTOWER
(Seal)

-BORTOWER
DANUZI TAIKA

-BORTOWER
(Seal)

Under 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.

(F) Notice of Change

(E) Calculation of Payment Change if the interest rate changes on a Change Date, lender will calculate the amount of monthly payment if the interest rate changes on a Change Date, lender will calculate the amount of monthly payment if the new monthly payment of principal and interest.

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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 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.

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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NOTARY PUBLIC, STATE OF ILLINOIS
CHRISTOPHER KOZIOŁ
LINCOLN HEIGHTS
NOTARY PUBLIC
NOTARY PUBLIC'S EXPIRES 10/26/97

MMP-AIRMAIL 10/27/97
This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this
day of October, 1997
Signed and delivered the said instrument in
free and voluntary act for the usual and proper uses herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
the
personally known to me to be the same person(s) whose name(s)
is/are signed thereto.

JANUSZ MAKA, SINGLE, NEVER MARRIED

Notary Public in and for said county and state do hereby certify

County ss:

Janusz Maka

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

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

[Check applicable box(es)]
 condominium Rider Grandparent Rider Growing Equity Rider
 adjustable Rate Rider Other [Specify]

20. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the contents of which 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.

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