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DEPT-01 RECORDING

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COOK COUNTY RECORDER

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Name of Instrument

MORTGAGE

PD# (Cook Co)

1317970478 729

THIS MORTGAGE ("Security Instrument") is made on JUNE 23RD, 1995
AND IS RECEIVED BY THE ABOVE RECIPIENT PERSON

The Mortgagor is

Borrower: The Security Instrument is given TO MEDMEDIKA FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose
address is [redacted] CHICAGO, ILLINOIS 60606

(Lender). Borrower owes Lender the principal sum of
THIRTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100
Dollar (U.S. \$ 13,850.00)

The debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for
monthly payments with the full debt, if not paid earlier, due and payable on JULY 1, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all
costs, charges, and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6
to protect the interests of the 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 property located in [redacted] County, Illinois:

THE SOUTHWEST CORNER OF THE EAST HALF OF LOT 7 IN BLOCK 1 IN
THE SUBDIVISION OF [redacted] PLATS & RESUBDIVISION OF BLOCKS 1 & 2
OF [redacted] THE FIRST ADDITION OF THE EAST 1/2 OF SECTION 6,
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

Walter Lee Ann G. W.

111 N. [redacted] CHICAGO, ILLINOIS 60606
which has the address of [redacted]

(Street, City)

[redacted] [Zip Code] ("Property Address"):

[redacted]

*2/150
v*

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all covenants, 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 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 required 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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4. **Insurance.** Borrower shall cause Lender to be named as beneficiary. Borrower shall insure all improvements on the Property, whether existing or to be constructed, against fire, theft, vandalism, and contingencies, including fire, for which the lender is not insured. The insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure the improvements on the Property, whether now in existence or subsequently erected, against liability. The liability insurance shall be provided by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies shall be held by Lender and shall include loss payable clauses in favor of, and shall name, Lender as beneficiary.

5. **Insurance Proceeds.** Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made by the insured. Lender may cause a company concerned to be authorized and directed to make payment for the loss. The proceeds shall be paid to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied to the indebtedness under the Note and this Security Instrument in order to the reduction of the indebtedness under the Note and this Security Instrument. The amount applied in the order in paragraph 3, and then to prepayment of principal, or to the satisfaction of the lien on the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of such payments, which are referred to in paragraph 2, or change the amount of such payments, except to the extent of the proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument. The balance shall be paid to the entity legally entitled thereto.

6. **Transfer of Title.** The title to the Property instrument or other transfer of title to the Property that extinguishes the lien of the mortgage of Borrower in and to insurance policies in force shall pass to the purchaser.

7. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least thirty days after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower under unusual and extraordinary circumstances, exist which are beyond Borrower's control. Borrower shall not allow the Property to be used for any other purpose. Borrower shall not commit waste or destroy, damage or allow to be destroyed, or permit to be destroyed, the Property, in deliberate, reasonable wear and tear excepted. Lender may inspect the Property, if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve the vacant or abandoned Property. Borrower shall also be in default if Borrower, during the Loan application process, intentionally takes or makes inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representation or omission concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is executed and the loan is made, Borrower shall comply with the provisions of the loan. If Borrower acquires fee title to the Property, the Lien and this Security Instrument shall be merged unless Lender agrees to the merger in writing.

8. **Changes to Lender and Protection of Lender's Rights in the Property.** Borrower shall pay all requirements of the Note, including taxes and impoundments, that are not included in paragraph 2. Borrower shall pay these obligations to the lender or its assignee, which allowed the payment. If failure to pay would adversely affect Lender's rights in the Property, Lender and Borrower shall promptly furnish to Lender receipts evidencing these payments.

9. **Enforcement of the Note and the Security Instrument.** If Borrower fails to make the payments, or the payments, required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations of the lender's jurisdiction) and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

10. **Assignment of Debt.** Any assignment by Lender under this paragraph shall become an additional debt of Borrower and be secured by the title to the Property. Any assignments shall bear interest from the date of disbursement, at the Note rate, and at the rate of the debt, if the debt is not secured and payable.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or the taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, at first to any delinquent amounts, applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over any amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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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 of 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, and Lender does not require such payments, 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 or foreclosure. 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 must pay to Lender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are due to Lender under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses of property associated with the foreclosure proceeding. Upon reinstatement by Borrower, the 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 successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument because of any default 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.

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14. **Successors and Assignments; Joint and Several Liability; Co-Signers.** The covenants and conditions of this Security Instrument shall bind and benefit the successors, and assigns, of Lender and Borrower. The provisions of this paragraph shall not apply to the Borrower's covenants and agreements shall be joint and several. Any person who signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument and agrees that Borrower's interest in the Property under the terms of this Security Instrument is a security obligation to pay the sums secured by this Security Instrument, and (c) agrees that Lender may agree to extend, modify, forbear or make any accommodations with regard to the Note without the consent of the Borrower.

15. **Notice.** All notices provided for in this Security Instrument shall be given by delivering it or by registered mail, if applicable law requires use of another method. The notice shall be directed to the address designated by the Borrower. The address designated, by notice to Lender. Any notice to Lender shall be given to the address designated by the Borrower. Any notice to Borrower shall be given to the address designated by notice to Lender. Any notice to Lender shall be deemed to have been given to Borrower or Lender when given to either.

16. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State of Illinois. In the event that any provision or clause of this Security Instrument or the Note is held to be unenforceable, that provision or clause shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are deemed to be severable.

17. **Borrower's Obligations.** Borrower shall be given a copy of this Security Instrument.

18. **Assignment of Rents.** Borrower shall assign and transfer to Lender all the rents and revenues from the Property, including all the rents and revenues of Lender's agents to collect the rents and revenues, and hereby directs Lender to assign and transfer the rents to Lender or Lender's agents. However, prior to Lender's notice to assign, Borrower shall remain in full compliance with any covenant or agreement of the Security Instrument. Borrower shall collect and pay the rents and revenues from the Property as trustee for the benefit of Lender and Borrower. This assignment of rents shall be an assignment and not an assignment for additional security only.

19. **Use of Rents.** (a) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender and applied to the sums secured by the Security Instrument, (b) Lender shall be entitled to the rents and revenues of the Property, and (c) each tenant of the Property shall pay all rents due and payable to Lender on Lender's written demand to the tenant.

20. **Assignment of Rents.** Borrower shall assign and transfer to Lender all the rents and revenues from the Property, including all the rents and revenues of Lender's agents to collect the rents and revenues, and hereby directs Lender to assign and transfer the rents to Lender or Lender's agents.

21. **Assignment of Rents.** Borrower shall assign and transfer to Lender all the rents and revenues from the Property, including all the rents and revenues of Lender's agents to collect the rents and revenues, and hereby directs Lender to assign and transfer the rents to Lender or Lender's agents. However, prior to Lender's notice to assign, Borrower shall remain in full compliance with any covenant or agreement of the Security Instrument. Borrower shall collect and pay the rents and revenues from the Property as trustee for the benefit of Lender and Borrower. This assignment of rents shall be an assignment and not an assignment for additional security only.

22. **ASSIGNMENT OF RENTS.** 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 on 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.

18. **Release of Property.** Upon completion of all obligations secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs.

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

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20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded 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))

<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Graduated Payment Rider	<input checked="" type="checkbox"/> ADJUSTABLE RATE RIDER
<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Growing Equity Rider	<input type="checkbox"/> ESCROW ACCOUNT RIDER

See Adjustable Rate Rider attached hereto and made a part hereof for additional terms, conditions and provisions of this Mortgage.

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

Witnesses:

Amy J. Richier
AMY J. RICHIER

STATE OF ILLINOIS,

DePue County ss:

I, *THOMAS A ELSE*, a Notary Public in and for said county and state do hereby certify that *AMY J RICHIER*, AN UNMARRIED PERSON

personally known to me to be the same person who subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, deed and deed and pay of therein set forth.

Given under my hand and official seal, this *June 1995* day of *June 1995*

My Commission expires

THIS INSTRUMENT WAS PREPARED BY
KENNETH KORANDA
1112 S. WASHINGTON
NAPERVILLE, ILLINOIS
950525595

OFFICIAL SEAL
THOMAS A ELSE JR
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 5, 1996



MAIL TO
[Signature]

RECORDED RETURN TO
MIDWESTERN FEDERAL BANK
1117 WASHINGTON ST. CHICAGO, ILLINOIS 60601

95448264

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LOAN #: 0950525595

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this _____ day of JUNE, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, of even date herewith, given by the undersigned Borrower to the Mortgagee's Adjustable Rate Note ("Note"), of even date herewith, to MIDAMERICA FIDELITY SAVINGS BANK ("Mortgagee"), covering the promises described in the Mortgage located at:

[Property Address]

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

- Under the FIDELITY SAVINGS Bank's interest rate of _____ per annum (Initial Interest Rate) on the unpaid principal balance is subject to change, as hereinafter provided. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of _____, 1995, (which date will not be less than twelve months, not more than eighteen months, from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage (Change Date).
- Each adjustment to the interest rate will be made based upon the following method of computing the weekly average yield on United States Treasury Securities, adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H-15 (4/79)). As of each Change Date, it will be determined whether or not an interest rate adjustment is required, and the amount of the new adjusted interest rate, if any, as follows:
 - The amount of the rate will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - TWO AND ONE HALF percent (2.50%) (the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.

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- (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
- (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the Interest Rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called "5% Cap").
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
 - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
- (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
- (e) Mortgagee will perform the functions required under Subparagraphs (a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) If the index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
- (g) If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. At least 25 days before the date on which a monthly payment at the new level is due, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the current interest rate, (iv) the new Existing Interest Rate as adjusted on the Change Date, (v) the amount of the adjusted monthly installment payments, calculated as provided above, (vi) the Current Index and the date it was published, (vii) the method of calculating the adjustment to the monthly installment payments, and (viii) any other information which may be required by law from time to time.

95-11526-1

Property of Cook County Clerk's Office

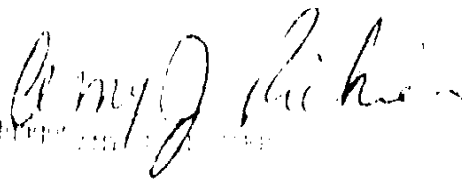
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the Mortgagee shall pay the adjusted monthly installment amount beginning on the first payment date which occurs at least twenty five (25) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagee will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given to Mortgagor until the first payment date which occurs at least twenty five (25) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay and Mortgagee will have forfeited its right to collect any increase in the monthly installment amount set forth in the Adjustment Notice of such amount under Subparagraph 4 (d) for any payment date occurring less than twenty five (25) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.

Notwithstanding to the contrary contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced from a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagee, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such adjustment Notice ("Excess Payments"), then Mortgagee, at Mortgagee's option, may either (A) demand the return from Mortgagor (who for the purposes of this sentence shall be deemed to be the mortgagor, or mortgagors, who received such Excess Payments, whether or not such mortgagor subsequently assigned the Mortgage) of all or any portion of such Excess Payments of such interest thereon at a rate equal to the sum of the Margin and the Index on the Change Date when the Existing Interest Rate was so reduced, from the date such Excess Payment was made by Mortgagee to repayment, or (B) request that all or any portion of such Excess Payments, together with interest thereon, calculated as provided above, be applied as payments against principal.

Notwithstanding to the contrary contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING HEREON, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate


Mortgagor

(SEAL)

Mortgagor

(SEAL)

Mortgagor

(SEAL)

Mortgagor

(SEAL)

5544826-1

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Property of Cook County Clerk's Office

95-145261
1000-810

NEW ESCROW ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST

This NEW ESCROW ACCOUNT RIDER is made on this 23RD day of JUNE, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to MIDAmerica Federal Savings Bank

(the "Lender")
of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: 4017 S EAST AVE, STICKNEY, IL 60402

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 2 of the Security Instrument is deleted and is replaced by the following:

2. Monthly payment 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, a sum for (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 under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for 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, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time (RESPA), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment 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 the 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).

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

Amy D. Hill (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

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