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WARRANTY DEED
TENANCY BY THE ENTIRETY

95497886

95 JUL 24 11:18

MAIL TO:
Keith Tracy
1699 E. Woodfield Road #550
Schaumburg, IL 60173

NAME & ADDRESS OF TAKEAYER:
James V. LeMere
1098 Highbury Drive
Elgin, IL 60120

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

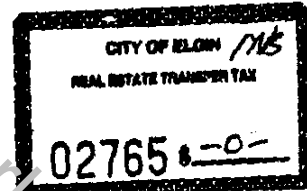
RECORDING 25.00
MAIL 0.50
95497886

GRANTOR(S), Efrain Aguinaga and Gabriela Aguinaga, husband and wife of Elgin, in the County of Cook, in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the GRANTEE(S), James V. LeMere and Cynthia M. LeMere, husband and wife, of 7011 Astor, Hanover Park, in the County of Cook, in the State of Illinois, not as TENANTS IN COMMON and not as JOINT TENANTS, but as TENANTS BY THE ENTIRETY, the following described real estate:

Lot 481 in Parkwood Unit No. 5, being a Subdivision of part of the Northeast 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, in the City of Elgin, Cook County, Illinois, according to the Plat of Survey recorded May 11, 1974 as Document No. 22715297.

Permanent Index No:
06-18-218-022

Property Address:
1098 Highbury Drive, Elgin, Illinois 60120



SUBJECT TO: (1) General real estate taxes for the year 1994 and subsequent years. (2) Covenants, conditions and restrictions of record. hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To HAVE AND TO HOLD said premises not as TENANTS IN COMMON and not as JOINT TENANTS but as TENANTS BY THE ENTIRETY.

DATED this 29th day of JUNE, 1995.

Efrain Aguinaga
Gabriela Aguinaga

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State

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25.56
12P

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aforesaid, DO HEREBY CERTIFY that Efrain Aguinaga and Gabriela Aguinaga, husband and wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 29th day of JUNE, 1995.

Kath Sloan

Notary Public



My commission expires 6-22-97

COUNTY - ILLINOIS TRANSFER STAMPS

Exempt Under Provision of Paragraph _____ Section 4, Real Estate Transfer Act
Date: _____

Prepared By:
Robert M. Voltl
1627 Colonial Parkway
Inverness, Illinois 60067

Signature: _____

IBT #
1174-8184

7-24-95
35

STATE OF ILLINOIS

JUL 24 95



050.00

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE 965054

IBT #
1174-8184

7-24-95
35

STATE OF ILLINOIS

JUL 24 95



051.00

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE 965054

7-24-95
35

Cook County
REAL ESTATE TRANSACTION TAX

JUL 24 95



958.50

REVENUE STAMP 968906

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CHANGE OF INFORMATION FORM

SCANABLE DOCUMENT - READ THE FOLLOWING RULES

- 1. Changes must be kept in the space limitations shown
- 2. DO NOT use punctuation
- 3. Print in CAPITAL LETTERS with BLACK PEN ONLY
- 4. Allow only one space between names, numbers and addresses

SPECIAL NOTE:

If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number

If you do not have enough room for your full name, just your last name will be adequate

Property index numbers (PIN #) MUST BE INCLUDED ON EVERY FORM

PIN:

06 - 18 - 218 - 022 - [] [] []

NAME

JAMES LEMERE [] [] [] [] [] [] [] [] [] []

MAILING ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

1098 HIGHBURY [] [] [] [] [] [] [] [] [] []

CITY

ELGIN [] [] [] [] [] [] [] [] [] []

STATE:

IL

ZIP:

60120 - [] [] [] []

PROPERTY ADDRESS:

STREET NUMBER STREET NAME = APT or UNIT

1098 HIGHBURY [] [] [] [] [] [] [] [] [] []

CITY

ELGIN [] [] [] [] [] [] [] [] [] []

STATE:

IL

ZIP:

60120 - [] [] [] []

FILED: JUL 21 1995

INITIALS

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COOK COUNTY TREASURER

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RIDER

THIS RIDER is made this 29TH day of JUNE, 1995, 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 to

ASTOR MORTGAGE CORPORATION OF ILLINOIS
("Lender") of the same date and covering the Property described in the Security Instrument and located at:
1098 Highbury Drive, Elgin, Illinois 60120

Paragraph 2 of the Security Instrument is deleted in its entirety, and the following Paragraph 2 is substituted therefor:

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."

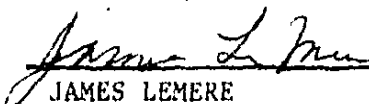
Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 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.

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 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).

All other terms and conditions of the Security Instrument remain in full force and effect.

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


JAMES LEMERE Borrower


CYNTHIA LEMERE Borrower

Borrower

Borrower

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Property of Cook County Clerk's Office

FHA Case No.

131:7968518-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 29TH day of JUNE, 1995, 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 ASTOR MORTGAGE CORPORATION OF ILLINOIS

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1098 Highbury Drive, Elgin, Illinois 60120

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 OCTOBER 1, 1996, 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 THREE percentage point(s) (3.000 %) 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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 [Space Below This Line Reserved for Acknowledgment]

 -Borrower (Seal) CYNTHIA LEMERE
 -Borrower

 -Borrower (Seal) JAMES LEMERE
 -Borrower

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

(G) Effective Date of Changes
 A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amount 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.

(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 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.

(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.