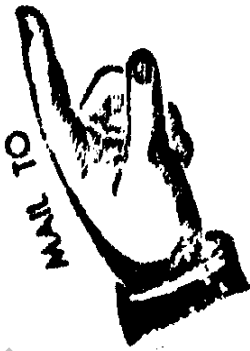


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PROPERTY RETURN TO
HOME FAMILY MORTGAGE CORP
188 INDUSTRIAL DR SUITE 124
ELMHURST IL 60126



DEPT-01 RECORDING 035.50
T80014 IFAN 2023 HB 10/95 09147190
R3309 J.W. # 95 527353
COOK COUNTY RECORDER

Loan # 3221931

Prepared by

State of Illinois

MORTGAGE

THA Case No.
131 70800E4 229

THIS MORTGAGE ("Security Instrument") is given on July 28, 1995. The Mortgagor is
MATHEW J. NOVAK and CATHERINE E. NOVAK HIS WIFE

"Borrower" of this Security Instrument is given to HOME FAMILY MORTGAGE CORP

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 188 INDUSTRIAL DRIVE SUITE 124, ELMHURST, IL 60126

"Lender". Borrower owes Lender the principal sum of
One Hundred Eleven Thousand Forty Three Dollars and 00/100

Dollars US \$ 111,043.00

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 August 1, 2025.

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:

LOT 11, BLOCK 1 IN BALDWIN'S SUBDIVISION OF BLOCKS 3, 14, 19, 20, 31 AND 32
AND THE PARTS OF 32ND AND 35TH STREETS LYING BETWEEN BALDWIN AND
HAWAII AVENUE IN LAVERGNE A SUBDIVISION OF THE NORTHWEST 1/4 AND THAT
PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE
SOUTHWEST 1/4 LYING NORTH OF OGDEN AVENUE OF SECTION 31, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PT# 1-31-203-015

4189217 BR 201 2/617

which has the address of 3114 EAST AVENUE, BERWYN (Street, City),
Illinois 60437 Zip Code ("Property Address")



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Fourth, the amount of the principal of the Note shall be determined under the Note.

Fifth, the amount of the principal of the Note shall be determined under the Note.

Sixth, the amount of the principal of the Note shall be determined under the Note.

Seventh, the amount of the principal of the Note shall be determined under the Note.

Eighth, the amount of the principal of the Note shall be determined under the Note.

Ninth, the amount of the principal of the Note shall be determined under the Note.

Tenth, the amount of the principal of the Note shall be determined under the Note.

4. Application of Payments. A payment made by the Borrower shall be applied by the Secretary as follows:

The Borrower shall be deemed to have made a payment to the Secretary for all amounts due for the Note, including interest, principal, and other charges, to the extent of the amount of the payment. The Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; (c) other charges on the Note; and (d) any other amounts due for the Note. If the amount of the payment is less than the amount of the amounts due for the Note, the Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; and (c) other charges on the Note. If the amount of the payment is more than the amount of the amounts due for the Note, the Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; (c) other charges on the Note; and (d) any other amounts due for the Note.

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The Borrower shall be deemed to have made a payment to the Secretary for all amounts due for the Note, including interest, principal, and other charges, to the extent of the amount of the payment. The Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; (c) other charges on the Note; and (d) any other amounts due for the Note. If the amount of the payment is less than the amount of the amounts due for the Note, the Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; and (c) other charges on the Note. If the amount of the payment is more than the amount of the amounts due for the Note, the Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; (c) other charges on the Note; and (d) any other amounts due for the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment:

(a) the amount of the taxes, insurance, and other charges assessed on the Property for the month; and

(b) the amount of the taxes, insurance, and other charges assessed on the Property for the month.

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, together with the late charge, in the following order: (a) interest on the Note; (b) principal on the Note; and (c) late charge on the Note. If the amount of the payment is less than the amount of the amounts due for the Note, the Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; and (c) late charge on the Note. If the amount of the payment is more than the amount of the amounts due for the Note, the Secretary shall apply the payment to the Note in the following order: (a) interest on the Note; (b) principal on the Note; (c) late charge on the Note; and (d) any other amounts due for the Note.

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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 requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

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 delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. 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 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.

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

5. 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 one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, 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 such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or 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, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental 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 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.

If Borrower fails to make these 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), then Lender may do 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.

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.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to 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, first to any delinquent amount 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

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except in the case of default.

11. Borrower Not Released. Borrower shall not be released from its obligations under this Security Instrument by the occurrence of any event, including the satisfaction of the obligations under this Security Instrument, the completion of the term of this Security Instrument, the termination of this Security Instrument, or the assignment of this Security Instrument to any successor in interest of Borrower. Borrower shall not be released from its obligations under this Security Instrument by the operation of law, including the operation of any statute, rule, or regulation, or by the operation of any court order, or by the operation of any law or regulation of any state, federal, or foreign government, or by the operation of any law or regulation of any international organization.

10. Reinstatement. Borrower has the right to be reinstated if Lender has demanded immediate payment in full because of Borrower's failure to pay an amount due under this Security Instrument. Borrower shall not be reinstated until the amount due is paid in full and Lender has accepted the payment in full. Lender shall not be required to reinstate the Security Instrument if Lender has not reinstated the Security Instrument within two years immediately preceding the date of reinstatement. Lender shall not be required to reinstate the Security Instrument if Lender has not reinstated the Security Instrument within two years immediately preceding the date of reinstatement. Lender shall not be required to reinstate the Security Instrument if Lender has not reinstated the Security Instrument within two years immediately preceding the date of reinstatement. Lender shall not be required to reinstate the Security Instrument if Lender has not reinstated the Security Instrument within two years immediately preceding the date of reinstatement.

9. Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be enforceable or unenforceable, or should this Security Instrument and the Note secured thereby not be enforceable or unenforceable, the Secured Party shall be deemed to have been paid in full. Borrower shall be deemed to have been paid in full if the Secured Party is not able to collect the amount due under this Security Instrument. Borrower shall be deemed to have been paid in full if the Secured Party is not able to collect the amount due under this Security Instrument. Borrower shall be deemed to have been paid in full if the Secured Party is not able to collect the amount due under this Security Instrument.

(d) Regulations of III B Security. In many circumstances, regulations issued by the Secretary will limit Lender's right to enforce or to collect the amount due under this Security Instrument. If such regulations are issued, Lender shall be deemed to have been paid in full if the Secured Party is not able to collect the amount due under this Security Instrument.

(c) No Waiver. It is understood that should Lender demand immediate payment in full, but Lender does not receive such payments, Lender shall not waive its rights with respect to subsequent events.

(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) any 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 deed or descent by the Borrower, and

(i) 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.

9. Grounds for Acceleration of Debt.

(a) Lender may collect fees and charges authorized by the Secretary.

referred to in paragraph 2. In change the amount of such payments. 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.

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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. 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 to 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:

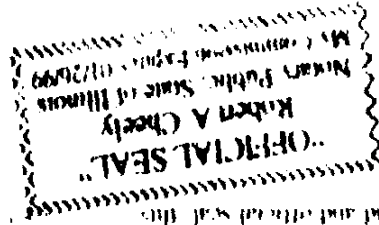
17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of this 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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My Commission Expires _____
I have under my hand and official seal this _____ day of _____ 19____
witnessed and delivered the said instrument as _____
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____
personally known to me to be the same person(s) whose name(s) _____

STATE OF ILLINOIS
County of _____
I, _____ Notary Public in and for said county and state do hereby certify
that _____

Witnesses
BY SIGNING BELOW Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders
examined by Borrower and assented with it

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)
Catherine E. Mioraz

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 riders were a part of this Security Instrument
[Check applicable boxes]
(Endowment Rider) _____
(Adjusted Payment Rider) _____
(Other [Specify] _____
(Guaranty Rider) _____
(Other [Specify] _____
RAT _____

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HOA Case No.

131 7989084 779

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 28th day of October, 1996, 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

HOME FAMILY MORTGAGE CORP.

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

1114 EAST AVENUE BERWYN IL 60402

(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, 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 one and three-quarters (1.75) percentage point(s) 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.

FHA Multistate ARM Rider - 2/91

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[Figure Below This Line Reserved for Acknowledgment]

Borrower	Name
Seal	Seal
Seal	Seal
Seal	Seal

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

[Signature]

Borrower accepts and agrees to the terms and conditions contained in this Adjustable

the demand for redemptions made return any excess payment with interest on demand is not a refundable excess of the Note is otherwise assigned before excess payment with interest thereon at the Note can be applied as payment of principal. Lender's obligation to pay rate equal to the interest rate which should have been stated in a timely notice of no request that any has the option to either to demand the return to the Borrower of any excess payment with interest thereon at the Note payment amounts exceeding the payment amount which should have been stated in a timely notice then Borrower of this Note decreased but Lender is not obligated to give timely notice of the decrease and Borrower made any monthly payment has given the required notice. If the monthly payment amount calculated in accordance with paragraph (f) of this Note is less than the amount calculated in accordance with paragraph (f) of this Note, Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (f) of this Note for any payment date occurring less than 25 days after the date that Lender has given Borrower the notice of changes required by paragraph (f) of this Note. Lender shall make a payment if the new monthly amount beginning on the first payment date of the Note is greater than the amount calculated in accordance with paragraph (f) and (g) of this Note will become effective. A new interest rate calculated in accordance with paragraphs (f) and (g) of this Note will become effective.

(f) Frequency of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the change, (ii) the change rate, (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) Notice of Changes

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. 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 new monthly payment of principal and interest. The result of this calculation will be the amount of

(h) Calculation of Payment Change

Note reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of

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