

95491721

1972 I.S.S. #95-491721
COOK COUNTY REGISTER

Property of
COOK COUNTY

MORTGAGE

111780103

is given on
MRS. [REDACTED] HIS WIFE

FIRST NATIONAL MORTGAGE CORPORATION

STATE OF ILLINOIS
OF ABBROOK TRACTS, ILLINOIS 60161
Borrower owes Lender the principal sum of
THIRTYTHREE THOUSAND EIGHT HUNDRED THIRTY THREE AND
NO/100 Dollars (U.S. \$ 33,833.00)
Security Instrument ("Note"), which provides for
the full date, if not paid earlier, due and payable on
to Lender: (a) the repayment of the debt, and (b) the
payment of all other sums, with interest, advanced under paragraph 6 to provide for
the performance of Borrower's obligations and agreements under this Security
Instrument. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
County, Illinois
COOK
SUBDIVISION OF THE TRACT FORMERLY KNOWN AS BLOCK 1 IN
SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

13-15-403-010

95491721

has the address of
60647 1315 NORTH KIMBALL AVENUE, CHICAGO
772-0641 ("Property Address")

M. B.



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Property of

... shall pay when due the principal of and interest on the ...

... shall include in each monthly payment, the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) ...

... shall equal one-twelfth of the annual amount of estimated ...

... shall be accompanied by Lender within a period ending one month before the term ...

... shall pay to Lender any amount necessary to make up the ...

... Secretary of Housing and Urban Development or his or her ...

... each monthly payment shall also include ...

... shall be in an amount sufficient to pay the full annual mortgage insurance premium ...

... shall be ... of one-twelfth of one-half per cent of the ...

... shall be ... of all installments for items (a), (b), and (c), and any mortgage insurance premiums ...

... shall be a flow-through sale of the Property or its acquisition by Lender, ...

- 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 in lieu of the monthly mortgage insurance premium;
 - Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
 - Third, to interest due under the Note;
 - Fourth, to amortization of the principal of the Note;
 - Fifth, to late charges due under the Note.

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... insurance. Borrower shall keep all superannuation of the Property, together with any other assets, whether any benefits, pensions, and contingencies, including any, for which Lender has a charge, shall be maintained in the account and for the periods that Lender requires. Borrower shall also maintain in the Property, whether now in existence or subsequently created, a fund for the repair and maintenance of the Property. All insurance shall be carried with companies approved by Lender. The insurance policies and the proceeds thereof shall be assigned to Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

... Lender may give 14 days' immediate notice by mail. Lender may require proof of loss if any such loss is claimed. Each insurance company is hereby authorized and directed to make payment for such loss to Lender, jointly or to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the principal, which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds shall be paid to the Borrower to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid in the event of the death of the Borrower.

... of this Security Instrument or other transfer of title to the Property that extinguishes the mortgage and interest of Borrower and to insurance policies in force shall pass to the purchaser.

... Borrower shall use, establish, and use the Property as Borrower's principal residence for at least 30 days in each year, and shall continue to occupy the Property as Borrower's principal residence for at least 30 days in each year. If the Secretary determines this requirement will cause undue hardship for Borrower, the Secretary may waive this requirement. Borrower shall notify Lender of any change in occupancy of the Property which is beyond Borrower's control. Borrower shall notify Lender of any other circumstances, including but not limited to, which are beyond Borrower's control, which result in the loss of the Property or otherwise materially change the value of the Property or otherwise materially change the value of the Property. Lender may inspect the Property, if the Property is vacant or abandoned for the loan is 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 application process. If the Secretary determines that the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned property. If the Secretary determines that the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned property. If the Secretary determines that the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned property.

... Borrower shall comply with the provisions of the lease. If the Secretary determines that the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned property.

... Borrower shall pay all governmental taxes and assessments on the Property. Borrower shall pay all obligations on the Property, including but not limited to, which are not included in paragraph 2. Borrower shall pay these obligations on the Property, including but not limited to, which are not included in paragraph 2. Borrower shall pay these obligations on the Property, including but not limited to, which are not included in paragraph 2.

... 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 obligations 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 any and all acts 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 amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any excess proceeds shall be paid to the Borrower to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid in the event of the death of the Borrower.

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...in paragraph 21 of this Security Instrument shall be paid in full as provided herein.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the event of payment default, require immediate payment in full of all sums secured by this Security Instrument if:
(b) 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
(c) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) (i) 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:

(1) 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
(2) The Property is not occupied by the purchaser or grantor as his or her principal residence, or the purchaser or grantor does not 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 exist 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 default to require immediate payment in full and foreclosure 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 shall not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to reinitiate a mortgage insurance policy with 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 at 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 incurred 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 its obligations in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

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Property of

Geo. W. ...

Clerk's Office

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MPS 1000

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... and agreement of the ... to the provisions of ... who co-sign this Security ... mortgage, grant and convey that ... obligated to pay the same ... modify, forbear or ... without that Borrower's consent ... by delivering it or by mailing ... The notice shall be directed to the Property Address ... Any notice to Lender shall be given by first class mail to ... Any notice provided for by this Security ... given as provided in this paragraph.

... This Security Instrument shall be governed by federal law and the law of the ... In the event that any provision or clause of this Security Instrument or the Note ... shall not affect other provisions of this Security Instrument or the Note which can be ... To this end the provisions of the Security Instrument and the Note are declared ... of this Security Instrument ... Lender all the fees and revenues of the ... and hereby directs each tenant of the ... to Borrower's branch of ... all rents and revenues of the Property ... as absolute assignment and not an ... all rent received by Borrower shall be held by Borrower as trustee for ... Lender shall be entitled to collect and ... and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or ... and will not perform any act that would prevent ... or other giving notice of breach ... in a breach. Any application of ... This assignment of rents of the ... is paid in full.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 5, 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 attorneys' fees and costs of this instrument.

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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...this Security Instrument. If one or more riders are executed by [illegible] and recorded together with this Security Instrument, the provisions of each such rider shall be incorporated here and shall apply to the completion of this Security Instrument as if the rider(s) were a part of this Security Instrument.

...
 Graduated Payment Rider
 Clearing Equity Rider
 Other (Specify) [illegible]

...I, [illegible], hereafter accept and agree to the terms contained in this Security Instrument and in any other instrument referred to and recorded with it.

[Signatures of parties]

(Seal)
Notary

STATE OF ILLINOIS, CODE [illegible] County of [illegible],
[illegible], a Notary Public in and for said County and State do hereby certify
that MAXIMO A. BIRCH AND MERCEDES BIRCH, NYS NYFN

...personally known to me to be the same person(s) whose name(s) [illegible] subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [illegible] and delivered the said instrument to [illegible] free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and official seal this [illegible] day of [illegible] 19[illegible].

OFFICIAL SEAL
[illegible]
NOTARY PUBLIC STATE OF ILLINOIS

[Signature of Notary]

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 15th day of 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

FIRST NATIONAL MORTGAGE CORPORATION

3275 NORTH KIDWELL AVENUE
CHICAGO, ILLINOIS 60641

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. 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 hereby 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 the day 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 so made 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 acceptable to the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his 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 AND THREE QUARTS PERCENTAGE POINT(S) (2.75%) 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.

FRA 1000-ARM Rider - 2/91
MPS M.B.

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... Change Date, Lender will continue to make payments...
... Change Date, Lender will continue to make payments...
... Change Date, Lender will continue to make payments...

(C) Notice of Change
Lender shall give notice to Borrower of any change in the interest rate and monthly payment amount. The notice shall be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the new interest rate, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the current date and the date it was published, (vii) the method of calculating the change in interest rate, and (viii) any other information which may be required by law from time to time.

(D) Effective Date of Change
The new monthly payment amount shall become effective on the first payment date after the Change Date. However, Borrower shall make a payment to the new monthly amount beginning on the first payment date after Lender has given Borrower the notice of change required by paragraph (C). Borrower shall have no obligation to pay any increase in the monthly payment amount until the first payment date occurring less than 25 days after the Change Date. If the monthly payment amount calculated in accordance with paragraph (B) is less than the amount which should have been stated in a timely notice, then Borrower shall be deemed to have made a payment to Borrower of any excess payment, with interest thereon at the Note rate, which should have been stated in a timely notice. If (B) requires that any excess payment with interest thereon at the Note rate, be applied in payment of principal, Lender's obligation to make any excess payment with interest on account is not assignable even if the Note is otherwise assigned before the Change Date.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Assignment of Rights.

[Signature]
Borrower
[Signature]
Lender

Space Below This Line Reserved for Acknowledgment

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DEPT-81 RECORDING \$35.50
140011 TRAN 1897 09/07/96 16:05:00
140011 TRAN 1897 09/07/96 16:05:00
*RV *96-437013
COOK COUNTY RECORDER

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