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UNOFFICIAL COPY

THIS MORTGAGE IS BEING RE RECORDED TO ADD THE

96598708

Loau Number:

1-4 FAMILY RIDER

After Recording Return to:

Prepared By:

First Home Mortgage Corporation 950 N. Elmhurst Rd., Suite 102

Mount Prospect, IL 60056

DEPT-01 RECORDING

\$41.50

96478121

T#0014 TRAN 7875 03/06/96 09:27:00

\$6823 + JW +-96-598708

COOK COUNTY RECURDER

DEPT-01 RECORDING

637.50 TRAN 4290 06/21/96 10:17:00

#-96-478121 #3832 # RC

COOK COUNTY RECORDER

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FHA CASE NO. 131:8349091

THIS MORTGAGE ("Security Instrument") is given on June 14, 1996. The mortgagor is Kevin C. Shirley, a single ("Borrower"). This Security Instrument is given to First Home person and Christina D. Nichson, a single person Mortgage Corporation, which is organized and existing under the laws of Illinois, and whose address is 950 N. Elmhurst Rd., Suite 102, Mount Prospect, II, 60056 ("Lender"), Dirrower owes Londer the principal sum of One Hundred Sixty Seven Thousand Five Hundred and no/100 Dollars (U.S. \$122,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for mouthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2026. This Security Instrument secure to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Nov. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois: SEE ATTACHED LEGAL DESCRIPTION RIDER

P.I.N.: 28-12-110-035/036/037 which has the address of 145:22 South Albany, Posen, IL 60469 ("Property Address"

51457326

PHA ILLINOIS MORTGAGE

(Page 1 of 6 pages)

6/96

Document Express too.
To Order Call: 1-847-259-6484C1Fag 847-259-0022

FTEM 65911.1 (9606)



Property of Cook County Clerk's Office

LOTS 11, 12 AND 13 IN BLOCK 3 IN JAMES SMITH AND COMPANY'S SUBDIVISION OF THE WEST 1/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 56 ACRES) OF FRACTIONAL SECTION 12, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, ALSO THE WEST 1/2 OF THE NORTH 23 ACRES OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property or Coot County Clerk's Office

TOGETHER WITH all the improvements now or hereafter crected on the property, and all easements, appurtenances, and 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for uncumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 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 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 dousing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender full 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 CPR 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 account to Borrower for 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 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 business 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: <u>FIRST</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the morthly 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 hazard insurance premiums, as required:

THIRD, to interest due under the Note:

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

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 Londer 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 Londer. The insurance policies and any renewals shall be held by Londer and shall include loss payable clauses in favor of, and in a form acceptable to, Londer.

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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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's orincipal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause and the hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not by 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 merger in writing.
- 6. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, of 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 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. Ary excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity logally entitled thereto.
- 7. 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 Londer'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 lines 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 Borrowe 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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- 8. Fees. Lender may col ect fees and charges authorized by the Secretary.
- 9. Grounds for Accelers tion of Debt.
 - (a) Default. Lender n ay, except as simited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full oball sums secured by this Security Instrument if:
 - (i) Borrower defau ts 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, & permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee whis 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 Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of H11D Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to

Property of Coot County Clert's Office

- 8. Fees. Leader 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 (including section 341(d) of the Garn-St. Germaia Depository Institutions Act of 1982, 12 U.S.C. 1701j 3(d)) 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 other rise transferred (other than by devise or descent), 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 Chircumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waive its rights with respect to subsequent events.
 - (d) Regulations of MVD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for in arrance under the National Housing Act within 60 Days from the date hereof. Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dited subsequent to 60 Days from the date hereof, declining to insure this Security Instrument and the Note, shall by deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Londor when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Horrower has a right to be reinstated if Londer 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's nature and amounts required to bring Borrower's account current including, to the extent they are collections of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:

 (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding. (ii) reinstatement will preclude foreclosure on different grounds in the future, or (ii) reinstatement will adversely affect the priority of the lieu erected by this Security Instrument.
- 11. Borrower Not Released; Forbearance by Lender Not a Waivar. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Londer to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londer shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Londer in exercising any right or remedy shall not be a waiver of or precinde the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability: Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by malling 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 the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in colation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be apprepriate to normal residential uses and to pointenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has action knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazz/dous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material; containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means foreral laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Reats. Borrower unconditionally assign; and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument: (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising it rights under this paragraph 17.

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.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

- 19. 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.
 - 20. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

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such rider sha	riders are executed by Harrower and recorded together with all be incorporated into and shall amend and supplement the rider(s) were a part of this Security Instrument.
. ,	Payment Rider Growing Equity Rider
	o the terms contained in pages 1 through 6 of this Security
(Scil) -Bottower	(Soul) -Borrower
-Barrower	(Scal) -Borrower Witness:
instrument, a	in and to said county and state, do hereby certify that Kevin to person personally known to me to be the same person(s) preared before me this day in person, and acknowledged that d voluntary act, for the uses and purposes therein set forth. The transfer of the county and state, do hereby certify that Kevin the person person person person (s) provided that description and acknowledged that devolution act for the county person person person and acknowledged that devolution act for the person pe
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FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this fourteenth day of June, 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 First Home Mortgage Corporation, an Illinois Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

14522 South Albany Posen, IL 60469 (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 MONPALY PAYMENT CHANGES

(A) Change Dates

The interest rate may change on the first day of October, 1997, 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 more treent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, 1 ander 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, Londer will calculate a new interest rat: by adding a margin of Two and Three Quarters percentage points (2.750%) to the Current Index and rounding the num to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Plots, 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 wint (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher o lower than initial interest rate.

(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 of 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.

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(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.

(G) Effective Dute 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 actice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decreased, out Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the foturn 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 New rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on domand is not assignable even if the Note is otherwise assigned before the demand for return is made.

sions contained in pages 1 and 2	es to the terms and pr	pottower accepts and after	
•			of this Adjustable Rate Rider.
- Horrower - Horrower	Christian D. Nickson	- Joal) - Bo.rower	Kun C. Al A
-nortower		100,T0Wer	Kevin C. Shirley
(Seal) -Borrower	Θ	(Scal) -Borrower	
(Seal) -Berrower	72%	-Borrower	
[Sign Original Only]	C		
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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this fourteenth day of June, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Doed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to , First Home Mortgage Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

14522 South Albany Posen, IL 60469 [Property Address]

- 1-4 FAMEY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITONAL FROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever new or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not l'anted to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, the and light dire prevention and extinguishing apparatus, security and access control apparatus, plumbing, but tubs, water neaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling run attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate of the Security Instrument is on a leasehold) are referred to in this 1-4 Family Fider and the Security Instrument at the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW Porrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, in ess Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATI: LIBNS. Except as permitted by federal law, Borrovez shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against read loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is defeated.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All containing covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
 - G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
 - H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to

Property of Cook County Clerk's Office.

Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice o breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurar ce premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take present on of and manage the Property and collect the Rents and profits derived from the Property without any she wing as to the inadequacy of the Property as accurity.

If the Rents of the Poperty are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower w Londor secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and wa rable that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Londer from exercising its rights under this paragraph.

Lender, or Leader's agents or a jadicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property better or after giving notice of default to Borrower. However, Lender, or Lender's agents or a jadicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any colault or invalidate any other right or remedy of Lender. This assignment of Rents of he Property shall terminate when all the sums secured by this Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security instrument and Lender may have any of the remedies permitted by the Security Instrument.

BY SIGNING	BELOW, Borrower	accepts and agrees	to the terms and provisi	ous contained in this 1-4
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Property of County Clerk's Office.