Berkshire Mortgage Corporation 901 N. Elm Street Hinsdale, Illinois 60521-3632

75.99.129-W

DEPT-01 RECORDING \$27.00 ↑00012 TRAH 9530 03/08/98 12:25:00 ♦9935 ♦ ER ★-96-178936

COOK COUNTY RECORDER

#### ASSIGNMENT OF MORTGAGE

For value received, BERKSHIRE MORTGAGE CORPORATION, an Illinois corporation hereby assigns and transfers to norwest mortgage, inc., a California corporation 800 marquette avenue south, minheapolis and 55402

its successors and/or assigns all its rights, title and interest in a certain mortgage executed by:

HONROE CRAIG, HARRISE TO CYNTHIA D. CRAIG to BERKSHIRE MORTGAGE CORPORATION dated

MARCH 05, 1996

and recorded as document number:

96178935

Signed this 05 day of MARCH

1996

BERKSHIPE MORTGAGE CORPORATION

Richard Golz, President

STATE OF ILLINOIS )
COUNTY OF COOK )

On this 05 day of MARCH

, 1996.

Before me, a notary public for the county and state aforesaid, appeared Richard Golz personally known to me, and he did state that he was the President of BERKSHIRE MORTGAGE CORPORATION, the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that he signed his name thereto in like order to execute the free act and deed of said corporation. This instrument prepared by: KELLY BOYER

Witness my hand and scal the day and year last above written.

"OFFICIAL STA<sub>L</sub>e

NOTARY PUBLIC

BAX 333-GT

96178936

## **UNOFFICIAL COPY**

#### LEGAL DESCRIPTION

LOTS 9 AND 17 IN BLOCK 2 IN JACOB GOLS' ADDITION TO MELROSE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TWINSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID SUBDIVISION RECORDED DECEMBER 15, 1892 IN FOOK 59 OF PLATS PAGE 2 AS DOCUMENT NO. 1786193 IN COOK COUNTY, ILLINOIS.

P.I.N.# 15-09-206-022-0000

ADDRESS: 216 S. 28TH AVENUE BELLWOOD, IL. 60104

After recording return to:
Berkshire Mortgage Corporation
901 N. Elm Street
Hinsdale, Illinois 60521-3632

AP# CRAIGH-96F-6363

ζ) **(**)

LN# 3431737

#### **FHA ESCROW PAYMENTS RIDER**

THIS ESCROW PAYMENTS RIDER is made this 5th day of March, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trist or Security Deed ("Security Instrument") of the same date given by the undereigned ("Burrower") to secure Borrower's Note ("Note") to Barkshire Mortgage Corporation, A corporation

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

216 S. 28th Avenue, Bellwood, IL 60104 [Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements mide in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 2 of the Security Instrument, entitled 'Monthly Payments of Taxes, Insurance and Other Charges," by substituting the text of the entire paragraph with the following:

2. Monthly Payments of Taxes, insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, 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 Paragram 1. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Flousing 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 pake by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security instrument is next by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these from a called "Escrow items" and the sums paid to Lender are called "Escrow Funds."

be determined by the Secretary. Except for the morthly 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. \$ 2301 of seq. und 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 discrepancies 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 hold 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 recount 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).

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MULTISTATE FHA ESCHOW PAYMENTS RIDER
19C/-FESCROWPMTRID\*\*//0595/(0595)-L Page 2 of 2

and 2 of this Escrow Payments Rider.

AP# CRAIGM-96F-6363

EHA CASE NO. 131:8173228-729

Property of Coof County Clerk's Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1