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T00001 TRAN 3621 04/25/96 14:29:00
#0468 + RC *-96-310064
COOK COUNTY RECORDER

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State of Indiana

MORTGAGE

FHA Case No.
131-8310120 729

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THIS MORTGAGE ("Security Instrument") is given on **APRIL 19, 1996**
The Mortgagor is **MARK O. LEWANDOWSKI AND JENNIFER L. LEWANDOWSKI,**
HUSBAND AND WIFE

30-29-403-645

("Borrower"). This Security Instrument is given to **NORWEST MORTGAGE, INC.**

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which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and
whose address is **NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA**
503065137 ("Lender"). Borrower owes Lender the principal sum of
EIGHTY NINE THOUSAND FOUR HUNDRED SEVENTEEN AND 00/100
Dollars (U.S. \$*****00,417.00).

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 **MAY 01, 2026**
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

4198387-DH-07 GIT Am

FHA Indiana Mortgage - 10/93

VMP-4R(IN) (9801)

VMP MORTGAGE FORMS (800)521 7291

X Initials *Mark*



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WALL
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amounts due for the mortgage insurance premium.
disbursements or disbursements before the Borrower's payments are available in the account may not be based on amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Except for the monthly charge by the Secretary, these in a reasonable amount to be determined by the Secretary. (i) a sum for the annual mortgage insurance premium if this Security Instrument is held by the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium which such premium would have been required if Lender still held the Security Instrument (each monthly payment mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in special assessments levied or to be levied against the Property, (b) household payments or ground rents on the payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly interest on, the debt evidenced by the Note and late charges due under the Note.

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected 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."

which has the address of 7594 E 178TH ST., LANING (Zip code) ("Property Address");
Indian 60438

*SEE ADJUSTABLE RATE RIDER
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: NORTHWEST MORTGAGE INC., P.O. BOX 5137, DEB HOLES, IA 503065137
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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in County, Indiana:
SEE ATTACHED EXHIBIT "A".

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Security Instrument or the Note without the Borrower's consent. other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) co-signs this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the 12. Successors and Assigns Bound: Joint and Several Liability: Co-Signers. The covenants and agreements any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or refinancing will adversely affect the priority of the lien created by this Security Instrument. foreclosure proceeding. (ii) refinancing will preclude foreclosure on different grounds in the future, or (iii) commencement of foreclosure proceedings within two years immediately preceding the commencement of a current However, Lender is not required to permit refinancing if: (i) Lender has accepted immediate payment in full. the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. properly associated with the foreclosure proceeding. Upon refinancing by Borrower, this Security Instrument and Borrower under this Security Instrument, for certain sure costs and reasonable and customary attorneys' fees and expenses lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of even after foreclosure proceedings are initiated. To reinstate the Security Instrument, Borrower shall tender in a because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full

Secretary. unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the inability. Notwithstanding the foregoing, this option may not be exercised by Lender when the declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such written consent of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof. A may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A to be eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined of the Secretary.

paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations Lender's rights, in the case of payment default, to require immediate payment in full and foreclosure if not (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender does not require such payments. Lender does not waive its rights with respect to subsequent events. (e) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but accordance with the requirements of the Secretary.

(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 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

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Property of Cook County, Illinois

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument, [Check applicable box(es)].
 Condominium Rider
 Planned Unit Development Rider
 Growing Equity Rider
 Graduated Payment Rider
 Other (specify) ARM RIDER

20. Waiver of Preclusion and Appraisement. Borrower waives all right of valuation and appraisement.
19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
18. 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 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.

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LOT 29 AND LOT 30 IN BLOCK 3 IN MORNINGSIDE ADDITION, BEING A SUBDIVISION OF LOTS A, B AND C IN MEETER'S FIRST SUBDIVISION, A SUBDIVISION OF CERTAIN LAND IN FRACTIONAL SOUTHEAST 1/4 OF FRACTION SECTION 29 AND THE FRACTIONAL EAST 1/2 OF FRACTIONAL SECTION 32, ALL IN TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED JUNE 28, 1923 AS DOCUMENT NO. 7998946, IN COOK COUNTY, ILLINOIS.

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FHA Case No.
131-8310128 729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 19TH day of APRIL, 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 NORWEST MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3654 E 178TH ST., LANSING, IL 60438

[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 JULY, 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 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 TWO AND THREE-QUARTERS percentage point(s) (2.750 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

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(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(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 Date of Changes

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

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

 (Seal) *Mark O. Lewandowski* (Seal)
 Borrower MARK O. LEWANDOWSKI Borrower

 (Seal) *Jennifer E. Lewandowski* (Seal)
 Borrower JENNIFER E. LEWANDOWSKI Borrower

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