

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
CARLTON MORTGAGE SERVICES, INC.

96339624

800 NORTH COURT-SUITE 110  
PALATINE, ILLINOIS 60067

- DEPT-01 RECORDING \$37.00
- T#0001 TRAN 3731 05/03/96 15:21:00
- #2960 + RC \*-96-339624
- COOK COUNTY RECORDER.

[Space Above This Line For Recording Data]

State of Illinois  
1103214

Box 260 MORTGAGE

FHA Case No.

131:8285840-729

THIS MORTGAGE ("Security instrument") is given on **APRIL 12, 1996** The Mortgagor is  
ALAN W. NIELSEN AND THERESA M. NIELSEN, HUSBAND AND WIFE

5537 NORTH MONITOR AVENUE, CHICAGO, ILLINOIS 60630  
("Borrower"). This Security Instrument is given to

CARLTON MORTGAGE SERVICES, INC.

ATTORNEYS' TITLE GUARANTY FUND, INC.

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose  
address is **600 NORTH COURT-SUITE 110**  
**PALATINE, ILLINOIS 60067** ("Lender"). Borrower owes Lender the principal sum of  
**ONE HUNDRED FOUR THOUSAND TWO HUNDRED NINETY FIVE AND 00/100**  
**Dollars (U.S. \$ 104,295.00)**.

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 1, 2026**.  
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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

13-08-202-033

which has the address of **5537 NORTH MONITOR AVENUE, CHICAGO**  
**Illinois 60630** [Street, City],  
[Zip Code] ("Property Address");

VMP -4R(IL) (9405)

FHA Illinois Mortgage - 4/92

VMP MORTGAGE FORMS - 18001621-729

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premises, as requested.  
Third, to interest due under the Note;  
Fourth, to amortization of the principal of the Note;  
Fifth, to late charges due under the Note.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tends to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installations to 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. Lender shall delay 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).

If the excess funds held by Lender for Escrow items exceed the amounts permitted to be held 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.

Lender may, at any time, collect up to hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq., and implement regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the collection of reserve payments by RESPA for unanticipated disbursements or disturbances before the Borrower's payoff date may not be based on amounts due for the mortgagor's insurance premium.

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) lesathold payments of 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 Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security instrument, except monthly payments shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a reasonable amount to be paid by Lender to the Secretary of Taxes, Insurance and Other Charges.

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.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, remises, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter put up or attached thereto, and all additions and improvements shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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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 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

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11. Borrower Not Responsible: Forfeiture of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Lender shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successor in interest if Lender has received payment in full of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower still not operating as a result of the death, incompetency, or disability of Borrower or Borrower's successor in interest.

(e) Mortgage Note Lender, Borrower agrees that such Security instrument and the Note executed thereby may not be assignable under the National Housing Act within 60 days from the date hereof. Lender may, at his option, sellable for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at his option, exercise his sole right to require a mortgagee insurance premium to the Secretary.

(d) **Regulations of H(D) Secretary.** In case of circumstances mentioned in Regulation issued by the Secretary will limit Lender's rights in the case of payment defaults to enforce 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) No Warrants. 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.

(b) Sale without Credit Approval, lender shall, if permitted by applicable law and with the prior approval of the Securitization, require immediate payment in full of all sums secured by this Security Instrument;

(c) 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

(d) 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 devise or descent) by the Purchaser.

(iii) The Property is not occupied by the purchaser of genuine as his or her credit has not been approved in accordance with the requirements of the Securitization.

(a) Default, under my, except as limited by reequilibrations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security in the case of payment defaults.

(b) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument in the case of payment defaults.

(c) 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

(d) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument prior to this date by failing to pay in full any monthly payment required by this Security instrument for the period of thirty days, to perform any other obligations contained in this Security instrument.

#### 9. Grounds for acceleration of debt.

<sup>8</sup>. Fees, Lender may collect fees and charges authorized by the Secretary.

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.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.

**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 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 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 title 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 recording costs.

**19. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Given under my hand and official seal this  
day of April 1986

MARY BETH EVANS  
"OFFICIAL SEAL"

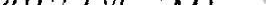
Notary Public, State of Illinois  
My Commission Expires 3-9-87

Notary Public, State of Illinois  
My Commission Expires 3-9-87

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The y  
, personally known to me to be the same person(s) whose name(s)  
signed and delivered the said instrument as THEIR

STATE OF ILLINOIS,  
County of:  
I, MARY BETH KUHN,  
of 110 N. Main Street,  
Alton, Illinois 62002,  
do hereby certify  
that  
ALAN W. NIELSEN AND THERESA M. NIELSEN, HUSBAND AND WIFE  
have filed their joint return for the year 1988.

THERESA M. NIELSEN  
-Bonnevier  
(Serial)

ALAN W. NIELSEN  
-Borrower  
(Seal) 

BY SIGNING BELOW, Borrower accepts to the terms contained in this Security Instrument and in any rider(s).

20. Riders to this security instrument, if one or more riders are executed by borrower and recorded together with this security instrument, the security instrument is irrevocable and shall be incorporated into and shall amend and supplement the instrument and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

[Check applicable box(es)]

<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Grandfathered Pyramid Rider	<input checked="" type="checkbox"/> Other [Specify]	<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Growing Equity Rider
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FHA Case No.

131:8285840-729

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **12TH** 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 **CARLTON MORTGAGE SERVICES, INC.**

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

**5537 NORTH MONITOR AVENUE, CHICAGO, ILLINOIS 60630**

{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 1, 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 FOURTHS** 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.

Page 1 of 2

FHA Multistate ARM Rider - 2/91

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A new monthly 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 in less than 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 if the Change Date is less than 25 days after any payment date occurring before paragraph (E) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment if the Change Date is less than 25 days after Lender has given the notice of the mandatory 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 fair value amount which should have been stated in a timely notice, then Borrower shall return the extra amount paid to Lender. If the mandatory payment amount calculated in accordance with paragraph (E) of this Rider has increased, but Lender failed to give timely notice of the increase and Borrower made any monthly payment amounts exceeding the fair value amount which should have been stated in a timely notice, then Borrower shall return the extra amount paid to Lender.

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 new interest 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.

(E) Calculation of Payment Change If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date upon a principal balance which would be owed on the Change Date if there had been no deferral in payment of Note, reduced by the amount of any payments to principal. The result of this calculation will be the amount of new monthly payment of principal and interest.

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## RIDER - LEGAL DESCRIPTION

THE NORTHWESTERLY 2 FEET OF LOT 37 AND THE SOUTHEASTERLY 29 FEET OF LOT 38 AND THAT PART OF LOT 39 SOUTHEAST OF LINE, 29 FEET NORTHWEST OF AND PARALLEL TO THE SOUTHEASTERLY LINE OF LOT 38, ALL IN BLOCK 1 IN L. E. CRANDALL'S JEFFERSON SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN NORWOOD PARK AVENUE AND MILWAUKEE AVENUE (EXCEPT 70/100 ACRES SOUTH AND ADJOINING SAID BLOCK 1), IN COOK COUNTY, ILLINOIS.

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