

UNOFFICIAL COPY

prepared by
RECORD AND RETURN TO:
CARLTON MORTGAGE SERVICES, INC.

600 NORTH COURT-SUITE 110
PALATINE, ILLINOIS 60067

95 MAY 17 AM 10:41

96384132

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

RECORDING 35.00
MAIL 0.50
96384132
VOID

MAIL -0.50

State of Illinois
11432

MORTGAGE

FRA Case No.
96384132
131:8253253-729

THIS MORTGAGE ("Security Instrument") is given on APRIL 8, 1996 . The Mortgagor is RUSSELL C. PETERSON AND LAREN A. PETERSON, HUSBAND AND WIFE

3700 WREN LANE, ROLLING MEADOWS, ILLINOIS 60008 ("Borrower"). This Security Instrument is given to

CARLTON MORTGAGE SERVICES, 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 FIFTY TWO THOUSAND NINETY SIX AND 00/100

Dollars (U.S. \$ 152,096.00).

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:

LOT 2135 IN ROLLING MEADOWS UNIT NUMBER 13, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

02-36-408-008

which has the address of 3700 WREN LANE, ROLLING MEADOWS
Illinois 60008 [Zip Code] ("Property Address");

[Street, City],

VMP 4R(IL) 104061

FHA Illinois Mortgage - 4/92

VMP MORTGAGE FORMS - 10001621 7/28/

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Initials:

Y.R.C.P.
KAP

96384132

Rev. 08/08/94

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PV

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Digitized by srujanika@gmail.com

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First, to the mortgagor insurance premium to be paid by Leader to the Secretary or to the mortgagor charged by the Secretary instead of the monthly mortgage insurance premium;

Second, to injury losses, special assessments, leasehold payments of 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 little charges due under the Note.

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by tender as follows:

The Borrower 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 installments to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installments to Lender (a), (b), and (c) and any mortgage payable premium payment that Lender has not become obligated to pay to the Seller(s) (d), (e), and (f) and any mortgage payable premium payment that Lender has not been credited with prior to the date of its repossession by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

If the amounts held by Lender for Expenses 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 in 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.

Under may, it is, in the 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. Section 2601 et seq., and 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 anticipated disbursements of disbursements before the Borrower's payments are available. If the account may not be based on amounts due for the more aggressive premium.

2. Atomdity 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 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 Society of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lessee still held the Security Instrument, each month payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by the Lender to the Secretary, or (ii) a monthly charge instead of a monthly instrument fee paid by the Lender to the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, the sum paid to Lender will be called "Escrow Funds".

1. Payment of Premium, interest and late charges due under the Note, the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

BORKOWSKI & CO PARTNERS shall however accept or refuse any claim or demand, subject to any circumstances of record.

LOCATED HERE WITHIN IN THE IMPROVEMENTS HOW OF HOMESTEAD EXCERED ON THE PROPERTY; AND IN ASSESSMENTS, TENTS, ROYALTIES, RENTS, ADDITIONAL, OIL AND GAS RIGHTS AND PROFITS, WATER TRIGGERS AND STOCK AND ALL FIXTURES NOW OR HEREAFTER APPERTAINANCES, RENTS, ROYALTIES, MINERALS, OIL AND GAS RIGHTS AND PROFITS, WATER TRIGGERS AND STOCK AND ALL FIXTURES NOW OR HEREAFTER 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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exercrise of any right or remedy. Any judgement by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any judgement by Lender in exercising any right or remedy shall not be a waiver of or preclude the sum secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's nominees proceedings against any successor in interest or otherwise for payment notwithstanding any amendment or otherwise modification to the Note or to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall do operate to release the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

future, or (ii) reinstatement will adversely affect the priority of the lien created by this Security instrument. Consequently, or (iii) reinstatement of a current foreclosure proceeding, (ii) reinstatement of foreclosed proceedings within two years immediately preceding the date of reinstatement after the commencement of foreclosed proceedings within two years immediately preceding the date has accepted reinstated immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender is if Lender had not required immediate payment in full. Following, this Security instrument and the obligations that it secures shall remain in effect proceeding, upon reinstatement by Borrower, this Security instrument and the obligations that it secures shall remain in effect bring Borrower's account current including, to the extent they are obligations of Borrower under this Security instrument, foreclosed costs and reasonable and customary attorney's fees and expenses properly assessed with the foreclosed bringing Borrower's account current including, to the extent they are obligations of Borrower under this Security instrument, proceedings are instigated. To reinstate the Security instrument, Borrower shall render to Lender a sum of amounts required to pay in amount due under the Note or this Security instrument. This right applies even after foreclosure proceedings are instigated.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has received immediate payment in full because of failure to pay in amount due under the Note or this Security instrument in full. If Lender fails to reinstate the Note or this Security instrument is solely due to Lender's failure to remit a nonnegligible insurance premium to the Secretary. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavoidable such intelligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the date hereof, declining to insure this Security instrument and the Note required thereby, shall be deemed conclusive proof of instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security and liable 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 and forgive it not paid. This Security instrument does not authorize acceleration of foreclosure if not permitted by regulations of the Secretary.

(d) **Regulations of HED Secretary.** To carry out immediate payment if not paid. This Security rights in the case of payment default to require immediate payment in full and forgive it not paid. This Security instrument does not authorize 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 Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(f) **All or part of the Property.** is not occupied by the purchaser of her credit has not been approved in accordance with the requirements of the Secretary. Otherwise transferred (other than by devise or descent) by the Borrower, and All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or Securitization, require immediate payment in full of all sums secured by this Security instrument if:

(g) **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.

(h) **Borrower Defaults by Failing.** for a period of thirty days, to perform any other obligations contained in this instrument. On the due date of the next monthly payment, or

(i) **Borrower Defaults by Failing to pay in full any monthly payment required by this Security instrument prior to or requiring immediate payment in full of all sums secured by this Security instrument if:**

(j) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults,

9. Grounds for Acceleration of Debt.

8. **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. referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all 131 : 8253253

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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. The 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 recordation costs.

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

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This instrument was prepared by: ELIZABETH CARSTENS
LAW OFFICES OF ARTHUR J. GALLAGHER, P.C.

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| | |
|----------------------------------|----------------------------|
| My Commission Expires: | MY Commision Expirs 3-3-87 |
| Notary Public, State of Illinois | |
| MARY BETH EVANS | |
| MARY BETH EVANS OFFICIAL SEAL | |

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

RUSSELL C. PETERSON AND KAREN A. PETERSON, HUSBAND AND WIFE
that

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS
, a Notary Public in and for said county of a state do hereby certify
that

Borrower
Borrower
(Seal)

KAREN A. PETERSON
(Seal)

RUSSELL C. PETERSON
(Seal)

Witnesses:

executed by Borrower and recorded with it.

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

- [Check applicable box(es)]
 Condominium Rider Graduated Payment Rider Growing Equity Rider Planned Limit Development Rider Adjustable Rate Rider Other [Specify]

Security Instruments of this Security Instrument as if the rider(s) were a part of this Security Instrument.
and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
20. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants
and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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FHA Case No.

131:8253253-729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **8TH** 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:
3700 WREN LANE, ROLLING MEADOWS, ILLINOIS 60008

[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.

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FHA Multistate ARM Rider - 2/91

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VMP MORTGAGE FORMS 13131283 8100 - 18061511-729

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[Specify below this line reserved for Action Item]

RUSSELL C. PETERSON
Borrower
(Seal) _____
KAREN A. PETERSON
Borrower
(Seal) _____

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 calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the notice of changes required by 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 decreases, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment exceeding the payment amount which should have been stated in a timely notice, then Borrower shall have been stated in a timely notice, even if the Note is otherwise satisfied before the demand for return is made.

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.

ii) The interest rate changes on a range from 1% to 10%. Lender will calculate the amount of monthly payment of principal and interest.

(c) Classification of pollutants