

# UNOFFICIAL COPY

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Cook County Recorder 41.50

## AFTER RECORDING MAIL TO:

Old Kent Mortgage Company  
Secondary Marketing Operations  
Final Documentation  
P. O. Box 204  
Grand Rapids, MI 49501-0204

Prepared by:  
Maritza S. Pieczynski  
Document Preparer Company Name  
Document Preparer Company Street Address  
Document Preparer Company City, State, and Zip

State of Illinois

LOAN NO. 0950482

MORTGAGE

FHA Case No.

131-8912993/729

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

THIS MORTGAGE ("Security Instrument") is given on October 15, 1997  
The Mortgagor is KAARE-LEE EIKELAND and MAY BRITT EIKELAND, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
COVENANT MORTGAGE CORPORATION

organized and existing under the laws of THE UNITED STATES OF AMERICA , which is  
whose address is 1156 W. SHURE DR STE 150, ARLINGTON HEIGHTS, IL 60004 , and

(Lender). Borrower owes Lender the principal sum of  
One Hundred Twenty One Thousand Six Hundred Seventy Seven Dollars and Zero  
Cents Dollars (U.S. \$ 121,677.00 ).

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  
November 1, 2027 . This Security Instrument secures 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

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are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".  
amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items of a mortgage insurance premium if this Security instrument is held by the Secretary, in a reasonable annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead Lender still held the Security instrument, each monthly payment shall also include either: (i) a sum for the Urban Development ("Secretary"), or in any year in which such premium would have been required if any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4, in 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

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each and interest on, the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of,

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

property with limited variances by jurisdiction to constitute a uniform security instrument covering real covenants with third parties now or hereafter a part of the property. All additions to this and non-uniform claims and demands, subject to any encumbrances of record. Borrower warrants and will defend generally the title to the Property against all encumbrances of record, grant and convey the Property to the estate hereby created and has the right to mortgage, grant and convey the Property is lawfully seized of the title to this Security instrument as the "Property".  
BORROWER COVENANTS that Borrower is lawfully seized of the title to the Property, except for appurtenances and fixtures now or hereafter erected on the property, and all easements, also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as "the Note".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, which has the address of 411 ROBINHOOD COURT,  
STREAMWOOD Illinois 60107 [Zip Code] ("Property Address").

(Street, City).

1960 AS DOCUMENT 1931799. P.I.N. # 06-23-210-039  
THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 14,  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN  
THREE, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST  
LOT ONE THOUSAND ONE HUNDRED SIXTY THREE (1163) IN WOODLAND HEIGHTS UNIT  
Cook County, Illinois:  
Under the following described property located in

Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security

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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. 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 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 is 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 balance 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:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, easement 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 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.

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**8. Fees.** Lender 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. 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 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.** 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 HUD 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 insurance 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 dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligible. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender 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 shall tender in a lump sum all amounts required to bring Borrower's account current, including, to the extent they are obligations 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 (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or

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

Borrower shall promptly give Lender written notice of any investigation, claim, demand or lawsuit of other trustee Property.

15. Borrower's Copy. Borrower shall be given one corrected copy of the Note and of this Security Instrument.

14. **Governing law; Severability.** This Security instrument shall be governed by Federal law and the law of the jurisdiction in which the Procederly is located. In the event that any provision or clause of this law or of the jurisdictional law; Severability; is declared invalid, illegal or unenforceable, such provision or clause shall be severed and the Note and the Security instrument shall stand and the Note and the Security instrument shall be declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it by air class mail unless applicable law requires use of another method. The notice shall be directed to the property address of Borrower or to any other address 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 instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Borrower's Successor in Interest. Lender shall not be required to commence proceedings against any Successor in Interest to refuse to extend time for payment of 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 Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

**17. 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 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. 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 right of homestead exemption in the Property.

**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 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.  
[Check applicable box(es)].

Condominium Rider

Growing Equity Rider

Other [specify]

ARM RIDER

Planned Unit Development Rider

Graduated Payment Rider

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STATE OF ILLINOIS  
COOK COUNTY  
CLERK'S OFFICE  
MAY 1999  
NOTARY PUBLIC  
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Notary Public

My Commission Expires: 1/9/99

Given under my hand and official seal, this 15th day of October, 1997  
Instrument as their free and voluntary act, for the uses and purposes herein set forth,  
appended before me this day in person, and acknowledged that they signed and delivered the said  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument.

KARE-LEE EIKELAND and MAY-BRITT EIKELAND, Husband and wife  
I, the undersigned, a Notary Public in and for said county and state do hereby certify that  
County: Cook  
State: Illinois

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

MAY-BRITT EIKELAND  
Kare-Britt Eikeland  
(Seal)

KARE-LEE EIKELAND  
Kare-Lee Eikeland  
(Seal)

Witnesses:  
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument  
and in any addendum(s) executed by Borrower and recorded with it.

LOAN NO. 0950482

FHA Case No.  
131-8912993/729**ADJUSTABLE RATE RIDER**

THIS ADJUSTABLE RATE RIDER is made this 15th day of October , 1997 , 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 COVENANT MORTGAGE CORPORATION

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

401 ROBINHOOD COURT, STREAMWOOD, IL 60107

[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 January , 1999 , 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.

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FHA Multistate ARM Rider - 10/95

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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) or this Rider for any payment made on or before the 25th day after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider increases, it will lender failed to give timely notice of the decrease and Borrower made any month's payment but lender failed to give timely notice of the decrease and Borrower made any month's payment amounts exceeding the payment amount calculated in accordance with paragraph (E) of this Rider, then Borrower has exceeded the option to the Note that any excess payment should have been started 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 assignable before the demand for return is made.

(G) Effective Date 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 new monthly payment amount is due, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) current index and the date it was published, (vii) the method of calculating the change in monthly payment, and (viii) any other information which may be required by law from time to time.

(F) Notice of Changes

(E) Calculate the monthly payment rate for 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 in calculating the monthly payment rate for a Change Date, Lender will use the new interest rate for the unpaid principal balance which would be owed on the Change Date if there had been no default in payment of the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the new monthly payment of principal and interest.

#### (E) Calculation of Format Change

(U) Limits on interest rate changes

(d) Lumen on interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of Two and Three / Quarters. Current index plus margin equals the new interest rate. The margin is expressed as a percentage point(s). The margin is subject to the limits stated in paragraph (C) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

### (c) Calculation of interest Rate Changes

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

(Seal)	<i>Kaare-lee Eikeland</i>	(Seal)
-Borrower	KAARE-LEE EIKELAND	-Borrower
(Seal)	<i>Mary-Britt Eikeland</i>	(Seal)
-Borrower	MAY-BRITT EIKELAND	-Borrower
(Seal)	_____	(Seal)
-Borrower	_____	-Borrower
(Seal)	_____	(Seal)
-Borrower	_____	-Borrower

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