

FHA CONDOMINIUM RIDER TO MORTGAGE

XXXX RFC LOAN NUMBER: 142000086

FHA LOAN NUMBER: 1314230727 731

MORTGAGOR: KOZIARA, DEBBIE M.

PROPERTY: 8923 KNIGHT AVENUE #E-210,

DES PLAINES, IL 60016

UNIT NUMBER: E-210

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on November 29, 1979 in the Land Records of the County

of Cook (DATE) Illinois, is incorporated in and made part of this mortgage (Deed of Trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage and note be insured under Section 231(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."


MORTGAGOR DEBBIE M. KOZIARA

MORTGAGOR _____

MORTGAGOR _____

MORTGAGOR _____

DATE: JANUARY 7, 1986

DATE: JANUARY 7, 1986

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FHA MORTGAGE RIDER

The Rider dated the 7TH day of JANUARY, 1986, amends the mortgage of even date by and between:

DEBBIE M. KOZIARA, A SINGLE WOMAN, NEVER MARRIED

the Mortgagor, and RESIDENTIAL FINANCIAL CORP., the Mortgagee, as follows:

1. In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; Provided, however, that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph one on page 2, is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF,
DEBBIE M. KOZIARA, A SINGLE WOMAN, NEVER MARRIED

has set his hand and seal the day and year first aforesaid.

Debbie M. Koziara (SEAL)
DEBBIE M. KOZIARA

_____ (SEAL)

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Signed, sealed and delivered
in the presence of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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RESIDENTIAL FINANCIAL CORP.

UNOFFICIAL COPY

0 3 4 8 6 5 2 2

For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 7TH day of JANUARY, 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith to RESIDENTIAL FINANCIAL CORP. ("Mortgagee"), covering the premises described in the Mortgage and located at

8923 KNIGHT AVENUE DE-210, DES PLAINES, ILL. 40016

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

- 1. Under the Note, the initial stated interest rate of EIGHT AND ONE-HALF percentum (8.500 %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change...
2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of APRIL 19 87...
3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index")...
(a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
(b) 2.000 percentage points (2.000 %) the "Margin" will be added to the Current Index...
(c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date...
(d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate.
(e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any.

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Mortgagor (Seal)

Mortgagor (Seal)

Mortgagor (Seal)

Mortgagor (Seal) *Debbie M. Koziara* DEBBIE M. KOZIARA

Rider

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and conditions contained in this Adjustable Rate

adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

5. Nothing contained in this Adjustable Rate Rider will permit Mortgagor to accomplish an interest rate adjustment through an

increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through an

adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

against principal.

portion of such Excess Payments, together with all interest thereon accumulated as provided above, be applied as payments

such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate

from Mortgage (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagee, who received

Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return

consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such

reduced on a Change Date, and (ii) Mortgagor shall give the Adjustment Notice when required, and (iii) Mortgagor,

Notwithstanding anything contained in the Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was

less than thirty (30) days after Mortgagor has given the applicable Adjustment Notice to Mortgagor.

installment amount (caused by the recalculation of such amount under Subparagraph 4(a) for any payment date occurring

relieved of any obligation to pay, and Mortgagor will have forfeited its right to collect, any increase in the monthly

Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be

payment date which occurs at least thirty (30) days after Mortgagor has given a further Adjustment Notice to Mortgagor.

at least thirty (30) days after Mortgagor has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the

adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagor until the first

Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs

which may be required by law from time to time.

Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information

change date, (v) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current

forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the

the month of installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set

Mortgagor's written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of

account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagor will give

assuming there has been no default in any payment on the Note but that all payments on the Note have been taken into

the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date,

payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date,

If the Existing Interest Rate changes on any Change Date, Mortgagor will recalculate the monthly installment

(a) (i) the Existing Interest Rate changes on any Change Date, Mortgagor will recalculate the monthly installment

payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date,

assuming there has been no default in any payment on the Note but that all payments on the Note have been taken into

account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagor will give

Mortgagor's written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of

the month of installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set

forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the

change date, (v) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current

Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information

which may be required by law from time to time.

Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs

at least thirty (30) days after Mortgagor has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the

adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagor until the first

payment date which occurs at least thirty (30) days after Mortgagor has given a further Adjustment Notice to Mortgagor.

Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be

relieved of any obligation to pay, and Mortgagor will have forfeited its right to collect, any increase in the monthly

installment amount (caused by the recalculation of such amount under Subparagraph 4(a) for any payment date occurring

less than thirty (30) days after Mortgagor has given the applicable Adjustment Notice to Mortgagor.

Notwithstanding anything contained in the Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was

reduced on a Change Date, and (ii) Mortgagor shall give the Adjustment Notice when required, and (iii) Mortgagor,

consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such

Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return

from Mortgage (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagee, who received

such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate

portion of such Excess Payments, together with all interest thereon accumulated as provided above, be applied as payments

against principal.

5. Nothing contained in this Adjustable Rate Rider will permit Mortgagor to accomplish an interest rate adjustment through an

increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through an

adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and conditions contained in this Adjustable Rate

Rider

Mortgagor (Seal)

Mortgagor (Seal)

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(Seal)

Mortgagor
(Seal) *Debbie M. Kozlowski*
DEBBIE M. KOZLARAKA

Rider.

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

Nothing contained in this Adjustable Rate Rider will permit Mortgages to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through an adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

(g) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgages fail to give the Adjustment Notice when required, and (iii) Mortgages, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgages, at Mortgages's sole option, may either (1) demand the return from Mortgages (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess payment was made by Mortgages to repayment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon as provided above, be applied as payments against principal.

(b) Mortgages agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgages has given the Adjustment Notice to Mortgages. Mortgages will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgages to Mortgages until the first payment date which occurs at least thirty (30) days after Mortgages has given a further Adjustment Notice to Mortgages. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgages will be relieved of any obligation to pay, and Mortgages will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a) for any payment date occurring less than thirty (30) days after Mortgages has given the applicable Adjustment Notice to Mortgages.

(a) If the Existing Interest Rate changes on any Change Date, Mortgages will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgages will give Mortgages written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the rate the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the change date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.

(g) If the Index is no longer available, Mortgages will be required to use any Index prescribed by the Department of Housing and Urban Development. Mortgages will notify Mortgages in writing of any such substitute index (giving all necessary information for Mortgages to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.

(f) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effect of the provisions of 24 CFR 203.49(e) (1) and 234.79(e) (1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.

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RESIDENTIAL FINANCIAL CORP.

For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 7TH day of JANUARY 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith to RESIDENTIAL FINANCIAL CORP. ("Mortgagee"), covering the premises described in the Mortgage and located at

8923 KNIGHT AVENUE #E-210, DES PLAINES, IL 60016

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

1. Under the Note, the initial stated interest rate of EIGHT AND ONE-HALF percentum (8.500 %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of APRIL 19 87 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H. 15 (519). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
 - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) 2.000 percentage points (2.000 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then the new adjusted interest rate, if any, will be determined as follows:
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
 - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
 - (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
 - (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.

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This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

Handwritten initials

THIS INDENTURE, Made this 7TH day of JANUARY, 19 86, between DEBBIE M. KOZIARA, A SINGLE WOMAN, NEVER MARRIED, SPINSTER

Mortgagor, and RESIDENTIAL FINANCIAL CORP. a corporation organized and existing under the laws of NEW JERSEY Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY-FIVE THOUSAND, ONE HUNDRED AND 00 /100

EIGHT AND ONE-HALF

See Adjustable Rate Rider Dollar (\$ 35,100.00)

payable with interest at the rate of 8.500 % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470 or at such place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRED SIXTY NINE AND 89 /100

See Adjustable Rate Rider Dollars (\$ 269.89) on the first day

of MARCH, 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY 2016

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the County of COOK and the State of Illinois, to wit:

UNIT E-210 IN THE BALLARD POINT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED WITH THE RECORDER OF DEEDS AS DOCUMENT NO. 25261198 AND FILED WITH THE REGISTRAR OF TITLES AS DOCUMENT NO. LR3133750 TOGETHER WITH ITS RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

TAX I.D.#09-14-308-016-1315

8923 KNIGHT AVE, #E210 DES PLAINES

SEE ATTACHED "ADJUSTABLE RATE RIDER" MADE A PART HEREOF. SEE ATTACHED CONDOMINIUM RIDER TO MORTGAGE MADE A PART HEREOF. SEE ATTACHED PREPAYMENT OPTION RIDER TO MORTGAGE MADE A PART HEREOF.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto in anywise belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value hereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

note identified

SMALL PROPERTY FOR LEASES PROPERTY OF 1/15/96

1-86

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RETURN TO AND PREPARED BY:
RESIDENTIAL FINANCIAL CORP.
155 EAST ALGONQUIN ROAD
ARLINGTON HEIGHTS, IL. 60005
Jodie Batten

HUD-921164930
DMS 871 880

98 JAN 20 12 PM '86

3 4 8 5 2 2

GIVEN under my hand and Notarial Seal this 7TH day of JANUARY A.D. 19 86
Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ 1986
m., and duly recorded in Book _____ of _____ Page _____
A.M. 19 86

personally known to me to be the same person whose name is _____
signed, sealed, and delivered the said instrument as HER _____
for the use and purpose therein set forth, including the release and waiver of the right of redemption
Do hereby Certify that DEBBIE M. KOZIARA, A SINGLE WOMAN, NEVER MARRIED, SPINSTER
A notary public, in and for the County and State aforesaid.

STATE OF ILLINOIS
COUNTY OF _____
I, _____
DEBBIE M. KOZIARA
COOK

WITNESSE the hand and seal of the Notary Public, the day and year first written.
Additional terms, covenants and conditions of this mortgage.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.
AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose the mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the Mortgagee, or any party claiming under said Mortgagee, and without regard to the priority of such application for appointment of a receiver, or for an order to place Mortgagee in possession of the premises or person liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rent, issue, and profit of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rent, issue, and profit when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.
Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may require the said premises to good repair, pay such current back taxes and assessments as may be due on the said premises, pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee, lease the said premises to the Mortgagee or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court, collect and receive the rent, issue, and profit for the use of the premises hereinabove described, and employ other persons and expend such amounts as are reasonably necessary to carry out the provisions of this paragraph.
AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and reasonable expenses of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of a foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereby by reason of this mortgage, the reasonable fees and charges of the attorney or solicitor of the Mortgagee, so made parties, for services in such suit or proceeding, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or proceeding, including attorney's, solicitor's, and messenger's fees, outlays for documentary evidence and cost of abstract of title; (2) All the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the net proceeds of any sale, if any, shall then be paid to the Mortgagee.
If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then the conveyance shall be null and void and of no force and effect, and Mortgagee shall thereupon be deemed to have released or satisfaction of this mortgage, and Mortgagee hereby waives, for a period of all months or years which require the earlier extension or delivery of such release or satisfaction by Mortgagee.
IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the mortgagee to any successor in interest or satisfaction by Mortgagee.
THE COVENANTS HEREIN CONTAINED shall bind, and the benefit and advantages shall inure, to the respective heirs, executors, administrators, successors, assigns, and assigns of the parties hereto. Wherever used, the singular shall include the plural, the plural the singular, and the masculine gender shall include the feminine. See Adjustable Rate Rider attached hereto and made a part hereof for additional terms, covenants and conditions of this mortgage.

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AND the said Mortgagor further covenants and agrees as follows:

THIS INSTRUMENT IS SUBJECT TO THE PROVISIONS OF THE NATIONAL HOUSING ACT AND THE REGULATIONS THEREUNDER. THE MORTGAGEE MAY, AT ITS OPTION, DECLINE TO INSURE SAID NOTE AND THIS MORTGAGE, BEING DEEMED CONCLUSIVE PROOF OF SUCH INELIGIBILITY, THE MORTGAGEE OR THE HOLDER OF THE NOTE MAY, AT ITS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE. * SEE ATTACHED PREPAYMENT OPTION RIDER.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgages, on the first day of each month until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or returned to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the ninety days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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