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Cook County Recorder 39.50



00966338



AFTER RECORDING MAIL TO:

ABN AMRO Mortgage Group, Inc.
P.O. Box 5064
Troy, MI 48007-3703

Prepared by: Michele Robinson

State of Illinois

LOAN NO. 0007637837

MORTGAGE

FHA Case No.

137-0640607

10 Jan

THIS MORTGAGE ("Security Instrument") is given on October 27, 2000
The Mortgagor is Robert J. Lawler Jr. and Mary Monica Thomas, Husband and Wife

FBI IC AD 2002385

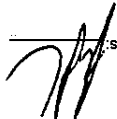
("Borrower"). This Security Instrument is given to
ABN AMRO Mortgage Group, Inc., a Delaware Corporation

organized and existing under the laws of the state of Delaware, which is
whose address is 4242 N. Harlem Ave., Norridge, IL 60706, and

("Lender"). Borrower owes Lender the principal sum of
One Hundred Thirty Four Thousand Nine Hundred Dollars and Zero Cents
Dollars (U.S. \$ 134,900.00).

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, 2030. 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 sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold monthly payment, together with the principal and interest as set forth in the Note and any late charges, a 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.

covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform claims and demands, subject to any encumbrances of record.

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

the "Property."

also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall

Illinois 60625 [zip code] ("Property Address");

Chicago (Street, City),

which has the address of 2420 W. Fargaut #1A,

13-12-234-010-1001

COMMON ELEMENTS.

AS DOCUMENT 25/59144 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, RESUBDIVISION OF BERWYN-WESTERN SUBDIVISION, A SUBDIVISION OF PART OF THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 7 IN GREENHOFF'S UNIT NUMBER 2420-1A, IN LINDEN GROVE, II CONDOMINIUM AS DELINEATED ON A

Cook County, Illinois:

Lender the following described property located in

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 the

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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, leasehold 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.

the lien or take one or more of the actions set forth above within 10 days of the giving of notice. over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable Borrower shall promptly discharge any lien which has priority over this Security Instrument unless disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable. and be secured by this Security Instrument. These amounts shall bear interest from the date of Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower insurance and other items mentioned in paragraph 2.

protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform Lender receipts evidencing these payments.

adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all

Instrument shall be paid to the entity legally entitled thereto. proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess application of the proceeds to the principal shall not extend or postpone the due date of the monthly delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the connection with any condemnation or other taking of any part of the Property, or for conveyance in place **6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in

leasehold and fee title shall not be merged unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold,

connection with the loan evidenced by the Note, including, but not limited to, representations concerning inaccurate information or statements to Lender (or failed to provide Lender with any material information) in Borrower shall also be in default if Borrower, during the loan application process, gave materially false or default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. and tear accepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in destruction, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. at least one year after the date of occupancy, unless Lender determines that requirement will cause undue or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for 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 (or within sixty days of a later sale **5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan**

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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 ineligibility. 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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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]

Planned Unit Development Rider

Graduated Payment Rider

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FHA Case No.
137-0640607

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of October, 2000, 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 ABN AMRO Mortgage Group, Inc., a Delaware Corporation

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

2420 W. Farragut #1A, Chicago, IL 60625

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: LINDE GROVE II CONDOMINIUM

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium

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Property of Cook County Clerk's Office

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

Robert J. Lawler Jr.
 Robert J. Lawler Jr.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

- requesting payment.
- the Note rate and shall be payable, with interest, upon notice from Lender to Borrower other terms of payment, these amounts shall bear interest from the date of disbursement at debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to pay them. Any amounts disbursed by Lender under this paragraph C shall become additional C. If Borrower does not pay condominium dues and assessments when due, then Lender may instruments creating and governing the Condominium Project.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal any excess paid to the entity legally entitled thereto.
- shall be paid to Lender for application to the sums secured by this Security Instrument, with unit or to the common elements, any proceeds payable to Borrower are hereby assigned and

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