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State of Illinois

MORTGAGE

FHA Case No.

131-7368961-703 203b

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is **JUDITH WRIGHT, single person**

DECEMBER 7th

, 19

93

whose address is **7237 W SUMMERSDALE AVENUE, CHICAGO, ILLINOIS 60656**, ("Borrower"). This Security Instrument is given to
JAMES B. NUTTER & COMPANY
which is organized and existing under the laws of **THE STATE OF MISSOURI**, and whose
address is **4153 BROADWAY, KANSAS CITY, MO. 64111**, ("Lender"). Borrower owes Lender the principal sum of,

SIXTY THOUSAND SEVEN HUNDRED TWELVE & 00/100 Dollars (U.S. \$ 60,712.00). 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 **JANUARY, 2024**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

LOT 4 IN ORIOLE PARK VILLAGE (SOUTH 1/4 BEING A SUBDIVISION OF PART OF LOT 4 IN A. HEMINGWAY'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 1 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. NO.: 12 12 215 004 0000

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS & EASEMENTS NOW OR HEREAFTER RECORDING.

2 NO
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\$27.50
\$00000 TRAH 5863 12/30/93 15:02:00
1988 - 03-078054
COOK COUNTY RECORDER

which has the address of **7237 W SUMMERSDALE AVENUE, CHICAGO 60656** (Street, City, Illinois ZIP Code). ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for items (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

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immediately payable in full at all sums secured by this Security instrument.

(g) Default. Lender as limited by regulations issued by the Secretary in the case of payment defaults, require

9. **Charges for Acceleration of Debt.**

B. Fees. Lender may collect fees and charges authorized by the Secretary.

7. **Condemnation.** The proceeds of any award of any part of the damages, direct or consequential, in connection with any condemnation or other taking of the property, or for convenience in place of condemnation, with hereby assigned and shall be immediately due and payable.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security instrument. These amounts shall bear interest from the date of disbursement, at the rate, and at the option of Lender,

whichever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance (such as a proceeding in bankruptcy, for condominium or to enforce laws of regulations), the Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard

agreements (such as a proceeding in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and

repays principal charges, fines and impositions that are not included in paragraph 2, Borrower shall pay these payments on time directly

to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's

request, Lender shall bear interest from the date of disbursement, at the rate, and at the option of Lender,

fees due shall not be merged unless Lender agrees to the merger in writing.

8. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or

all rights, title and interests of Borrower in and to insurance policies in force shall pass to purchaser.

In the event of foreclosure of this Security instrument or otherwise transfer of title to the Property that extinguishes the indebtedness,

all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

Any application of the proceeds to the principal, shall not exceed the date of possible the restoration of repeat of the damaged property.

Any application of the proceeds to the principal, or (b) to the restoration of repeat of the damaged property.

Applicant (a) to the reduction of the principal, or (c) to any delinquent amounts

Lender, instead of to Borrower and to Lender jointly.

In the event of loss, Borrower shall hereby authorize notes by mail. Lender may make proof of loss if not made promptly

by Borrower. Each insurance company concerned is hereby authorized to make payment for such loss directly to

this Security instrument and shall continue to occupy the property as Borrower's principal residence for a least one year after the

Borrower shall occupy, establish, and use the property as Borrower's principal residence for sixty days after the execution of

the Security instrument and shall continue to occupy the property as Borrower's principal residence for a least one year after the

date of occupancy, unless the Secretary determines this requirement with due hardship for Borrower, or unless circumstances

Borrower shall not commit beyond Borrower's control. Borrower shall notify Lenders of any extraordinary circumstances,

reasonable cause which are beyond Borrower's control, damage or substantiality charge the Property to allow the Property to deteriorate,

Borrower shall not commit waste or destroy, damage or substantiality charge the Property to allow the Property to deteriorate,

reasonable cause which are beyond Borrower's control. Lender may inspect the Property in view of abandonment of the loan is in default,

Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if

reasonable cause which is beyond the power of Lender to prevent, Lender may inspect the Property in view of abandonment of the loan is in default,

Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to

provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to,

representations concerning Borrower's occupancy of the Property as a principal residence of this Security instrument is on a

basis hold, Borrower shall comply with the provisions of the Note. If Borrower acquires title to the Property, the lessee shall and

represents and warrants that he has no right to transfer title to the Property to another person, and that he will not do so without the written consent of Lender.

9. **Fees.** Lender may collect fees and charges authorized by the Secretary.

As used in this Security instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

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- (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 and with the prior approval of the Secretary, require immediate payment in full of all the 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) by the Borrower, 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 should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full 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 secured thereby, shall be deemed conclusive proof of such uneligibility. 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 Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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KANSAS CITY, MO. 64111
JAMES B. NUTTER & COMPANY
THIS INSTRUMENT WAS PREPARED BY:

My Commission Expires: 1/18/94

Given under my hand and official seal this 7th day of December, 1993. Free and voluntary act, for the uses and purposes herein set forth, signed and delivered the said instrument as HERES, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she

, a Notary Public in and for said county and state do hereby certify

(County ss:

COOK

1. *John Wright*

STATE OF ILLINOIS.

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

John Wright

Witnesses:

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

condominium Rider planned Unit Development Rider Covenanted Payment Rider Other [Specify]

(Check applicable box(es))

Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. 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. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the rider(s) shall be deemed a part of this Security Instrument.

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

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument charge to Borrower. Borrower shall pay any recording costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

NON-LIENFORM GOVERNANTS. Borrower and Lender further covenant and agree as follows:

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