

# UNOFFICIAL COPY



0331102022

Doc#: 0331102022  
Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 11/07/2003 07:49 AM Pg: 1 of 9

Return To:

NATIONAL CITY MORTGAGE CO.  
P.O. BOX 809068  
DALLAS, TX 75380-9068

Prepared By:

JERRY ANDRYSEK

0002713672

State of Illinois

## MORTGAGE

FHA Case No.

1372674497 - 703

*LAW TITLE 187074H*  
*15-09-105-053 ✓*

THIS MORTGAGE ("Security Instrument") is given on **October 16, 2003**  
The Mortgagor is

**BARBARA J GRIFFIN An Unmarried Man**

("Borrower"). This Security Instrument is given to  
**MONEYTREE MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and  
whose address is **10 W ST CHARLES, LOMBARD IL 60148**

("Lender"). Borrower owes Lender the principal sum of  
**EIGHTY SEVEN THOUSAND TWO HUNDRED NINETY & 00/100**  
Dollars (U.S. \$ **87,290.00** ).

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**  
**2033**

. 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 Security Instrument; and (c) the performance

FHA Illinois Mortgage - 4/96

VMP-4R(IL) (0109).01

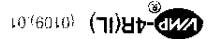
VMP MORTGAGE FORMS - (800)521-7291

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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.

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

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, 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, and interest

## UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**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 appurtenances and 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."

**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 also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Parcel ID #: \_\_\_\_\_  
 which has the address of **141 BOHLAND AVE, BELLWOOD** 60114 [City], Illinois [State]  
 [Zip Code] ("Property Address"), [State]

## SEE LEGAL DESCRIPTION

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 Lender the following described property located in Cook County, Illinois:



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Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (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 from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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


**9. Grounds for Acceleration of Debt.**

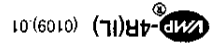
(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (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:

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

made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or adversely affect the priority of the lien created by this Security Instrument.

proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the 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 foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because

insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining its option, require immediate payment in full of all sums secured by this Security Instrument. A written be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to Secretary.

This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender does not require such payments, Lender does not waive its rights with respect to subsequent events. (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but with the requirements of the Secretary.

(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

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

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

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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 petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

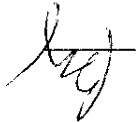
**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. 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.

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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
- Planned Unit Development Rider
- Growing Equity Rider
- Graduated Payment Rider
- Other [specify] \_\_\_\_\_
20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
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.
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.

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

..... (Seal) *Barbara J Griffin* -Borrower  
 BARBARA J GRIFFIN

..... (Seal) -Borrower

..... (Seal) (Seal) -Borrower

..... (Seal) (Seal) -Borrower

..... (Seal) (Seal) -Borrower

STATE OF ILLINOIS, *Cook* County ss:  
I, the undersigned, a Notary Public in and for said county and state do hereby certify that

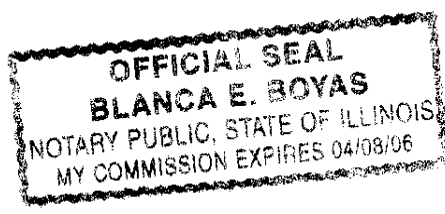
*Barbara J Griffin*  
....., personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as *her* free and voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal, this *10th* day of *October* 2005.

My Commission Expires *01/08/06*

*Blanca E. Boyas*  
.....  
Notary Public

Prepared by:  
JERRY ANDRYSEK  
MONEYTREE MORTGAGE COMPANY  
10 W ST CHARLES  
LOMBARD IL 60148





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LOT 7 (EXCEPT THE SOUTH 17 1/2 FEET) AND LOT 8 (EXCEPT THE NORTH 14 FEET) IN BRAESES FIRST ADDITION TO BELLWOOD, BEING A SUBDIVISION OF LOTS 3, 4, 5 AND 6 (EXCEPT THAT PART THEREOF CONVEYED TO CHICAGO AND NORTHWESTERN RAILROAD) IN SUBDIVISION OF THE ESTATE OF GEORGE GLOS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.