

THIS INSTRUMENT WITNESSETH that SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, (hereinafter referred to as "Grantor") for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration conveys to:

Peter Mazza

(hereinafter referred to as "Grantee(s)" all interest in the following described real estate:

87497050

Lot 34 in Block 4 of Streamwood Unit No. 1, being a Subdivision in the Northwest 1/4 of Section 23, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded April 26, 1957 as Document No. 16887912.

Commonly known as: 10 S. Oltendorf, Streamwood, IL
Permanent Tax No.: 06-23-104-034

D 730 Ln

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667)

SAID CONVEYANCE is made SUBJECT to all covenants, restrictions, easements, reservations, conditions and rights appearing of record against the above described property; also SUBJECT to any state of facts which an accurate survey of the property would show.

IN WITNESS WHEREOF the undersigned on this 28th day of August, 19 87 has set his hand and seal as CHIEF PROPERTY OFFICER, PROPERTY DISPOSITION BRANCH, HUD REGIONAL OFFICE, Chicago, Illinois, for and on behalf of said Secretary of Housing and Urban Development under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter 11, Part. 200, Subpart. D.

Sealed and delivered in the presence of:

Secretary of Housing and Urban Development by Federal Housing Commissioner

Maria Russell

Edward J. Hinsberger

Heddie Woodard

Edward J. Hinsberger
Chief Property Officer
HUD Regional Office, Chicago

STATE OF ILLINOIS) SS.
COUNTY OF Winnebago

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Edward J. Hinsberger who is personally well known to me to be the duly appointed, CHIEF PROPERTY OFFICER, PROPERTY DISPOSITION BRANCH, HUD Regional Office, Chicago, Illinois, and the person who executed the foregoing instrument bearing date of 8/28/87, by virtue of the authority vested in him by the Code of Federal Regulation, Title 24, Chapter 11, Part 200, Subpart D. appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act as CHIEF PROPERTY OFFICER, PROPERTY DISPOSITION BRANCH, HUD Regional Office, for and on behalf of SAMUEL R. PIERCE, JR., Secretary of Housing and Urban Development, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of August, 1987.

Judy Nash

This Deed prepared by:
PETER ALEXANDER
ONE COURT PLACE-401A
ROCKFORD, IL 61101

Return to:

George Hennig
770 WASHINGTON
CHICAGO, IL 60602

PETER ALEXANDER FILE NO. PA 2100

87497050

87-5251

Signed _____
Date _____



UNOFFICIAL COPY

28100000

Property of Cook County Clerk's Office

87497050

DEPT. OF RECORDING
#1111 TRAN 1296 09/10/87 09:06:00
#902 # 2 * 7 - 497050
COOK COUNTY RECORDER
090165728
\$12.25

MAILED

1200

UNOFFICIAL COPY

1430 BRANDING LANE - SUITE 128
DOWMERS GROVE, ILLINOIS 60515
SERVE CORP MORTGAGE CORP

RECORD AND RETURN TO:

PREPARED BY:
ROBERT L. HOLZER
DOWMERS GROVE, IL 60515

My Commission expires: 10-22-89

Given under my hand and official seal, this

set forth:

signed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

he personally known to me to be the same person(s) whose name(s) IS

do hereby certify that CARLA S. MOORE, DIV. NOT REMARR.

, a Notary Public in and for said county and state,

I, THE UNDERSIGNED
STATE OF ILLINOIS,
Cook County, IL

(Space Below This Line For Acknowledgment)

(Seal) Borrower
(Seal) Borrower
(Seal) Borrower
(Seal) CARLA S. MOORE/DIV. NOT REMARR Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (excepted by Borrower and recorded with it)

- Other(s) [specify]
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. [Check applicable box(es)]

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

COOK COUNTY CLERK'S OFFICE

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for 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 successors 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.

11. **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 17. 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) in 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 respect to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **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 other 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.

15. **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.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

87369463

87312520

UNOFFICIAL COPY

3 7 3 6 9 4 3 3

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 7 3 1 2 5 2 0

LOT 4 IN BLOCK 2 IN FLOSSMOOR HILLS BEING A SUBDIVISION IN THE EAST
1/2 OF THE ~~SOUTHWEST~~ ^{SOUTHWEST} 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87312520

Property of Cook County Clerk's Office

DEPT-01 RECORDING 918.00
T01111 TRAN 1426 07/06/87 10:11:00
07191 # A #--07-312520
COOK COUNTY RECORDER

DEPT-01 RECORDING 918.00
T01111 TRAN 1432 06/09/87 10:44:00
06110 # A #--07-312520
COOK COUNTY RECORDER

87369463

87312520

87369463

15 April 15 Mail