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FHA Case No.

State of Illinois

MORTGAGE

131:5844409:703

THIS MORTGAGE ("Security Instrument") is made on SEPTEMBER 16th
The Mortgagor is CELESTINE W. McKINNIS, A WIDOW AND NOT SINCE REMARRIED

, 19 89

whose address is 7423 S. ST.LAWRENCE AVENUE, CHICAGO, ILLINOIS 60619

, ("Borrower"). This Security Instrument is given to

THE FIRST MORTGAGE COPPORATION which is organized and existing under the laws of ILLINOIS address is 19831 GOVERNORS "LGHWAY, FLOSSMOOR, ILLINOIS 60422

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 55,740.00). 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 OCTOBER 1st, 2019 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension, 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 15 IN BLOCK 1 IN CORNELL'S SUBDIVISION OF THE FOUTHWEST 1/4 OF BLOCK 2 AND THE NORTH 1/2 AND THE SOUTHEAST 1/4 OF BLOCK 3 IN PROOKLINE, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERILIAN. IN COOK COUNTY, ILLINOIS.

TAX I.D. #20-27-228-010

PROPERTY ADDRESS: 7423 S. ST.LAWRENCE AVENUE

CHICAGO, ILLINOIS 60619

which has the address of Illinois 60619

7423 S. ST.LAWRENCE AVENUE, CHICAGO [ZIP Code], ("Property Address");

[Street, City],

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.

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sionilli in	[A-74]	THE EIKST WORTGAGE CORPORATION DIAM'S SWEENEY
	(C. 1110)	the furtingent was prepared by:
11/125	101.10th	18.13
	Nourry Public	24
		V Commission expires:
be the same person(s) whose name(s) acknowledged that are signed sand purposes therein set forth.	personally known to me to me this day in person, and	q , subscribed to the foregoing instrument, appeared before
said county and state do hereby certify		that CELESTINE W. McKINNIS, A WIDOW AND W
	ss Ajunga Jag	ELVLE OF ILLINOIS,
	p fo + 280g	<u></u>
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MCKINNIS -BOLLOWER	CEFEALILE M. I	
(Seal) summer (Seal)	le saline	Witnesses:
TO THE	>-+ V	***************************************
,	V 1	executed by Borrower and recorded with it.
s Security Instrument and in any rider(s)	to the terms contained in thi	BY SIGNING BELOW, Borrower accepts and agrees
	CO	
Other	duated Payment Rider	Planned Unit Development Rider
Growing Equity Rider	justable Rate Rider	- / -
all amend and supplement the covenants	be incorporated into and sha	Security Instrument, the covenants of each suc 1 rider shall and agreements of this Security Instrument 22.1 the rider(s)
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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 without charge to Borrower. Borrower shall pay any recordation costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may soreclose this Security Instrument by judicial proceeding and any other remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' sees and costs of title evidence.

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

Each monthly installment for items (a), (b), and (c) share equal one-twellth 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 at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments are the due dates of such items, exceeds by more than one-sixth the estimated amount 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 item (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.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the No e.

If Borrower tende s to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for 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, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, Facehold 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;

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, casur ities, 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 cityler 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 ran 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 all 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.

- 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear except of Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower rhall 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. 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.

7. 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.

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.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach Lender from exercising its rights under this paragraph 16.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this or on the due date of the next monthly payment, or (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to

(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:

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.

9. Grounds for Acceleration of Debt.

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

Security Instrument.

(b) Sale Without Credit Approval. Lender shall, with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

by the Borrower, (i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law)

after the date on which this Security Instrument is executed, and (ii) The sale or other transfer is pursuant to a contract of sale (or by deed, if there is no contract of sale) executed no later than 12 months (24 months if the Property is not the principal or secondary residence of the Borrower)

(iii) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.

(c) No Nation of the informatances occur that would permit Lender to require immediate payment in full, but Lender does not require immediate 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 payrient 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.

10. Reinstatement. Borrowe has a right to be reinstated it Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Mote or this Security Instrument. This right applies even after foreelosure proceedings are instituted. To reinstate eithe 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, foreelosure costs and reasonable and customerys' fees and expenses properly associated with the foreelosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender fad not required immediate payment in full However, Lender is not required to permit reinstatement after the commencement of foreelosure proceedings within two years immediately preceding the commencement of a current foreelosure proceeding, (ii) reinclatement will adversely affect the priority of the lien created by this Security Instrument.

II. Borrower Not Released; Forbearance By Lerder 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. Lender shall not operate to release the liability of the original Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or rate to extend time for payment or otherwise modify amortization to commence proceedings against any successor in interest or rate to a successor in interest. Any forbeatance by Lender in exercising any right or ramedy shall not be a waiver of or preclude the exercise of in interest. Any forbeatance by Lender in exercising any right or ramedy 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 coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender 2... Porrower, subject to the provisions of paragraph 9.b. Borrower's coverants and agreements shall be joint and several. Any Jorrower who co-signs this Security Instrument only to nortgage, grant and convey that Borrower's but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not second to nortgage, grant and convey that Borrower's in the Property under the terms of this Security Instrument; (b) is not second in the Property under the terms of this Security Instrument or the voligated 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 term 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 litst class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's or any other address Borrower designates by notice to Lender. Any notice provided for any address Lender designates by notice to Borrower. Any notice provided for any address Lender designates by notice to Borrower. Any notice provided in this persease the shall be deemed to have been given to Borrower or Lender when given as provided in this perseason.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and no 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 which can be given 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 effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

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 the rents and revenues of the Property. Borrower authorizes 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

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ADDENDUM TO MORTGAGE

Date: SEPT 16,1989

FHA CASE #: 131:5844409:703

Property Address: 7423 S. ST.LAWRENCE AVENUE

CHICAGO, IL 60619

The mortgage shall, with the prior approval of the Federal Housing Commisioner, or his designee, declare all sums secured by this mortgage to be immediately are and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 months after the date of execution of this mortgage or not later than 12 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the commissioner.

Borrower CELESTINE W. MCKINNIS

Borrower

Borrower

Borrower

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COOK COUNTY RECORDER

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15. as