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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.

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

(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) after the date on which this Security Instrument is executed, and

(iii) The credit of the purchaser or grantee 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 HU.** 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.

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 liens 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 or 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 the page, 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 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 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 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 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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7. Condemnation or other taking of any part of the Property, or for damage, direct or consequential, in connection with any condemnation or other award of a claim for damages, shall apply such proceeds to the reduction of the indebtedness under this Note and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under this Note and shall be paid to any holder of the Property, or for convenience in place of condonation, acre-hereby assignd security instruments. Lender shall apply such proceeds to the reduction of the indebtedness under this Note and shall be paid to any holder of the Property, or for convenience in place of condonation, acre-hereby assignd instruments, first to any delinquent amounts unpaid in the order paid in Paragraph A, and then to preparation of principal.

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.

If Borrower fails to make these payments or the payaments 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.

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 county which is owed the payment, if failure to pay would affect Lender's interest in the Property, upon Lender's request. Borrower shall promptly furnish to Lender receipts evidencing these payments.

5. Preferential and Malicious use of the Property, Leaseshold, Borrower shall not commit waste or destroy, damage or substandardly improve the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the lease is vacant or abandoned or the loan is in default. Lessee may take reasonable action to preserve such vacant or abandoned property. If this instrument is on a leaseshold, lessee shall comply with the provisions of the lease to the best of his ability. Lender may inspect the property or any part thereof at any time during the term of the lease. If the Borrower agrees to the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

In the event of Foreclosure of this Security Instrument or other transfer of title to the Purchaser, the indebtedness, all right, title and interest of Borrower in and to insurance policies in force which will pass to the Purchaser.

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, if either jointly. All or a 1/4 part of the insurance proceeds may be withheld by Lender, at its option, either (a) to the indemnitees under the Note and this Security Instrument, first to any deficiency, at its option, or (b) to the order of the damage to the property. Any application of the proceeds to the Note and this Security Instrument, first to any deficiency, will 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.

4. Free, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, as well as fixtures, and continuing premiums on the Policy, for the period of time necessary to protect the interest of Lender in the property. This insurance shall be maintained in the amount and for the periods specified by Lender, and for the period of time necessary to protect the interest of Lender in the property. The insurance shall be carried with companies approved by Lender. All insurance premiums on the Property, whether now in existence or subsequently erected, shall be paid by Borrower to the company carrying the insurance, and shall be held by Lender and shall include loss payables in favor of, and in a form acceptable to, Lender.

Third, to interest due under the Note; Fourth, to amortization of the principal of the Note; Fifth, to late charges due under the Note.

3. Application of Payments under Paragrapbs 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 mortgage charge by the Secretary instead of the monthly mortgage premium unless Borrower paid the entire mortgage insurance premium when this security interest was signed;

Second, to any taxes, special assessments, leaseshold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

insurance premium of this Security instrument is held by the Secretary. Each monthly installments of the monthly insurance premium shall be in an amount sufficient to accumulate the full annual mortality insurance premium prior to the date 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 Note.

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 made by Lender exceed the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to Lender shall be paid by Borrower, at the option of the Borrower, if the total of the payments made by Lender pay to Lender any amount necessary to make up the deficiency in sufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency.

Each month will accumulate for items (ii), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lenard, plus an annual affidavit to maintain an additional balance of not more than one-half of the estimated annual amounts for each item shall be accumulated by Lenard within a period ending one month before an item would become due in full. Lenard shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

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State of Illinois

MORTGAGE

FHA Case No.
131:5829073:748

THIS MORTGAGE ("Security Instrument") is made on OCTOBER 27th
The Mortgagor is CAROLE M. SHERRY, DIVORCED AND NOT SINCE REMARRIED

1989

whose address is 2809 S. COMMERCIAL AVENUE, SOUTH CHICAGO HEIGHTS, IL 60411
("Borrower"). This Security Instrument is given to
THE FIRST MORTGAGE CORPORATION

which is organized and existing under the laws of ILLINOIS
address is 19831 GOVERNORS HIGHWAY
FLOSSMOOR, IL 60422 ("Lender"). Borrower owes Lender the principal sum of
THIRTY THREE THOUSAND TWO HUNDRED SIXTEEN and NO/100

Dollars (U.S. \$ 33,216.00). 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 1st 2019. 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 42 IN THE RESUBDIVISION OF BLOCK 10 IN HANNAH AND KEENEY'S ADDITION TO
CHICAGO HEIGHTS IN SECTIONS 28 AND 29, TOWNSHIP 35 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #32-29-420-003

PROPERTY ADDRESS: 2809 S. COMMERCIAL AVENUE
SOUTH CHICAGO HEIGHTS, ILLINOIS 60411

89513728

which has the address of 2809 S. COMMERCIAL AVENUE SOUTH CHICAGO HEIGHTS,
Illinois [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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Witnesses:

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

Condrominium Rider Growling Equuley Rider Graduated Paymenet Rider
 Adjustable Rate Rider Planned Unit Development Rider Other

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19. **Waiver of Homestead.** BottroWer waives all rights of homestead exemption in the Property.

18. REBATE: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

Securitely instrument by judicial proceeding and any other remedies provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of little evidence.

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

BORROWER COVENANTS that Borrower is lawfully seized of title to the property is unencumbered, except for encumbrances of record; Borrower warrants and conveys title to the property to the trustee hereby conveyed and has the right to mortgage, grant and deliver general power of attorney and any other power or authority which may be necessary to effect the purposes of this instrument; Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note; 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, taxes and special assessments levied or to be levied against the property, (b) leaseshold payments or ground rents on the property, and (c) premiums for liability insurance and title insurance held by the Note holder in trust for the benefit of the Note holder.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all agreements, royalties, mineral rights and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

which has the address of 2809 S. COMMERCIAL AVENUE SOUTH CHICAGO HEIGHTS,
Illinois 60411. (Zinc Code), (Property Address);

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PROPERTY ADDRESS: 2809 S. COMMERCIAL AVENUE
SOUTH CHICAGO HEIGHTS, ILLINOIS 60411

TAX I.D. #32-29-420-003

Dollars (\$ U.S. \$ 33,216.00), 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 1st, 2019 . This Security instrument secures to Lender: (a) the repayment of the debt evidenced by Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, by the Note, and all renewals, extensions and modifications; and (c) the performance of Borrower's covenants and agreements under this Security instrument and its Security instruments; and (d) the performance of Borrower's covenants and agreements under Paragraph 6 to protect the security of this Security instrument; and (e) the payment of all attorney fees and costs incurred by Lender in connection with the enforcement of this Security instrument.

THE FIRST MORTGAGE CORPORATION
 whose address is 200 S. COMMERCIAL AVENUE, SOUTH CHICAGO HEIGHTS, IL 60411
 ("Borrower"), This Security Instrument is given to
 which is organized and existing under the laws of ILLINOIS
 address is 19831 GOVERNORS HIGHWAY
 LOSSMOOR, IL 60422
 ("Lender"), Borrower owes Lender the principal sum of
 THIRTY THREE THOUSAND TWO HUNDRED SIXTEEN and NO/100

THE MORTGAGE IS MADE ("SECURITY INSTRUMENT") IS MADE ON OCTOBER 27TH
THE MORTGAGEE IS CHAROLE M. SHERRY, DIVORCED AND NOT SINCE REMARRIED

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131:5829073:748
H.A. CLASS NO.

MORTGAGE

State of Illinois

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

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

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.

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

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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 in a part of this Security Instrument. (Check applicable box(es))

Condominium Rider
 Planned Unit Development Rider

Adjustable Rate Rider
 Graduated Payment Rider

Growing Equity Rider
 Other

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.

Witnesses:

Carole M. Sherry _____ (Seal)
CAROLE M. SHERRY _____ -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Page 4 of 4

STATE OF ILLINOIS,

COOK

County ss:

I, THE UNDERSIGNED , a Notary Public in and for said county and state do hereby certify that CAROLE M. SHERRY, DIVORCED AND NOT SINCE REMARRIED

, 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 has signed and delivered the said instrument as HER true and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *Tina M. Fusco* day of *OCTOBER*, 19 89

My Commission expires:

Notary Public, State of Illinois
My Commission Expires 9/28/91
Notary Public

This Instrument was prepared by: DIANE SWEENEY
THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY
FLOSSMOOR, IL 60422



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ADDENDUM TO MORTGAGE

RECEIVED RECORDING CLERK'S OFFICE

10/27/89 89513728

COOK COUNTY RECORDER

Date: OCT. 27, 1989

FHA CASE #: 131:5829073:748

Property Address: 2809 S. COMMERCIAL AVENUE
SOUTH CHICAGO HEIGHTS, IL 60411

The mortgagor shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due 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.

Carole M. Sherry
Borrower CAROLE M. SHERRY

Borrower _____

Borrower _____

Borrower _____

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REFERENCES AND NOTES

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2025 RELEASE UNDER E.O. 14176