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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 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.

**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 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.** The proceeds of any part of the award or claim for damages, director or consequences in place of condemnation, in connection with any condemnation of all or any part of the property, or for conveyance in the event of the full amount of the proceeds to the lessor under this 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 deficiency amounts applied in the order provided in Paragraph 3, and then to prepayments 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.

11. **ROTATOR TAIKS TO MAKE THESE PAYMENTS OR THESE PAYMENTS CONTAINED IN THIS SECURITY AGREEMENT, OR THERE IS A LEGAL PROCEEDING THAT MAY SIGNIFICANTLY AFFECT LENDER'S INTERESTS IN THE PROPERTY (SUCH AS A PROCEEDING IN BANKRUPTCY), FOR CONTEMPLATION OF, OR TO ENFORCE LAWS OR REGULATIONS IN THE PROPERTY, LENDER'S INTERESTS IN THE PROPERTY SHALL BE HONOURED AND NOT CONVENIENTLY DEFERRED.**

6. **Chargess 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 all Governmental or municipal charges, fines and impositions that are owed the paymaster. If a 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.

3. **PERFECTIVATION AND MAINTENANCE OF THE PROPERTY.** Lessees/bidders, Borrower shall not commit, waste or destroy, damage or substandardly change the Property. Borrower agrees to allow the lessee to alter the Property to the extent necessary to meet the lessee's needs. If Borrower acquires fee title to the Property, the lessee shall not be merged unless the previous lessees of the lease. If Borrower acquires fee title to the Property, the lessee shall comply with the provisions of the lease. Lessee may take reasonable action to protect the property from abandonment or disrepair. If this Security Interest is on a leasehold, Borrower shall comply with and preserve such agreements as are in effect at the time of the transfer. Lessee shall not be liable for damage or destruction of the property by reason of acts of God, war, strikes, riots, civil commotion, or other causes beyond the control of the lessee.

In the event of forced seizure of title Security Instrument or other transfer of title to misbalance policies in force shall 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 to Lender, either (a) to the reduction of the indebtedness under joint liability, or (b) to the insurance proceeds payable to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under joint liability, or (b) to the insurance proceeds payable to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under joint liability, or (b) to the insurance proceeds payable to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under joint liability, or (b) to the insurance proceeds payable to Lender, instead of to Borrower and to Lender jointly.

4. FREE, BROAD AND UNLIMITED INSURANCE. BORROWER SHALL INSURE ALL IMPROVEMENTS ON THE PROPERTY, WHICH LENDER NOW IN EXISTENCE OR SUBSEQUENTLY ACQUIRED, AGAINST ANY INSURABLE LOSSES, AND CONTINGENCIES, INCLUDING FIRE, FOR THE PERIODS THAT LENDER REQUIRES. BORROWER SHALL ALSO INSURE ALL IMPROVEMENTS ON THE PROPERTY, WHETHER NOW IN THE AMOUNTS DETERMINED OR SUBSEQUENTLY INCREASED, AGAINST LOSSES BY FLOODS TO THE EXTENT INSURED BY THE SECRETARY. ALL INSURANCE SHALL BE CARRIED WITH COMPANIES APPROVED BY LENDER. THE INSURANCE POLICIES AND ANY REBATES SHALL BE HELD BY LENDER AND SHALL INCLUDE LOSSES IN FAVOR OF, AND IN A FORM ACCEPTABLE TO, LENDER.

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

**3. Application of Premiums.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgagor in such ratio as premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of to the mortgagor in case of premature payment, unless Borrower paid the entire mortgage in advance when this security instrument was signed;

Second, to my taxes, special assessments, leasehold payments of ground rents, and fire, flood and other hazard insurance premiums, as required;

If Borrower's failure to pay all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all instruments for items (a), (b), and (c) and (d). If Borrower's failure to pay all instruments for items (a), (b), and (c) and (d) remains after all instruments for items (a), (b), and (c) and (d) have been paid, then Borrower's account shall be credited with any balance remaining for all instruments for items (a), (b), and (c).

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 premium shall also include either: (i) an installment of the annual mortgage insurance premium, or (ii) a monthly charge instead of a monthly premium if this Security instrument is held by the Secretary, or (iii) a monthly charge plus an amount equal to one-half premium prior to the date the full annual mortgage is sufficient to accumulate the full annual mortgage insurance premium with interest. Under one month premium shall be in an amount equal to one-half premium prior to the date the full annual mortgage 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-half premium of the outstanding principal balance due on the Note.

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 demand payment of the excess over one-sixth of the estimated payments when due, and if payment of the excess is not made within ten days after demand is made, Lender may declare the entire debt due and payable.

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, to meet the full annual amount for each item held 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.

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COOK COUNTY, ILLINOIS  
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CMC 106672-9

State of Illinois

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on  
The Mortgagor is

November 10

1989

Robert D. Winterfield and Pamela S. Winterfield, his wife  
whose address is 11732 S. Kedvale, Alsip, Illinois 60658  
("Borrower"). This Security Instrument is given to

Crown Mortgage Co., which is organized and existing under the laws of The State of Illinois  
address is 6131 W. 95th Street, Oak Lawn, Illinois 60453  
("Lender"). Borrower owes Lender the principal sum of  
Eighty Five Thousand Four Hundred Fifty and No/100ths

Dollars (U.S. \$85,450.00). 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, 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 27 IN FOURTH ADDITION TO LINE-CREST MANOR BEING A SUBDIVISION OF  
PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 24-22-426-035-0000

11732 S. Kedvale, Alsip, Illinois 60658

which has the address of  
Illinois 60658

11732 S. Kedvale, Alsip  
[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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Box 332 - T-1

This instrument was prepared by T. Bonnari & Co., Crown Mortgage Co., 631 W. 95th Street, Oak Lawn, IL

Notary Public

My Commission expires: 9-3-99  
Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
Signed and delivered the said instrument, appeared before me this day in person, and acknowledged that the person(s) whose name(s)  
subscribed to the foregoing instrument, appears before me to be the same person(s) whose name(s)  
personally known to me to be the same person(s) whose name(s)

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

County of:

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Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts 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       Adjustable Rate Rider       Other  
 Growth Equity Rider

Security Instruments of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable boxes]  
Riders to 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 boxes]

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 Proceedings. 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 attorney's fees and costs of title evidence.

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