RECORD AND RETURN TO: CENTRUST MORTGAGE CORPORATION,

1251 NORTH PLUM GROVE ROAD

SUITE 105

COOK COUNTY, ILLINOIS

60173 ILLINOIS SCHAUMBURG

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\$ 16.00

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State of Illinois

MORTGAGE

FHA Case No.

131:6231124/703

240079-4

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is DAVID FULLER , A BACHELOR

OCTOBER 16

, 19 90

280 ALLEGHANY whose address is

("Borrower"). This Socurity Instrument is given to

PARK NOTEST, ILLINOIS 60466, AMERICAN STATES MORT ACE. INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS

915 WEST 175TH STREET address is

HOMEWOOD, ILLINOIS 60430

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

TWENTY SIX THOUSAND NINE PULDRED THIRTY SIX AND 00/100-----26,936.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. \$

pryments, with the full debt, if not paid earlier, due and payable on ("Note"), which provides for monthly . This S cur ty Instrument secures to Lender: (a) the repayment of the debt evidenced by NOVEMBER 01, 2020 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 race. For this purpose, Borrower does hereby mortgage, grant and convey to COOK County, Illinois: Lender, the following described property located in

LOT 31 IN BLOCK 3 IN VILLAGE OF PARK FOREST APEA NUMBER 1, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF ELGIN, JOLIET AND EASTERN RAILROAD IN COOK COUNTY, ILLINOIS. JIN: 32-30-204-032. DE CLOTE

32-30-204-032

PARK FOREST

which has the address of

280 ALLEGHANY

(Street)

Illinois

60466 [Zip Code] ("Property Address");

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.

FHA Illinois Mortgage - 03/90

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\$16.00 eprestitus est. AMOUNT OF THE STATE OF THE STAT Surv. Hill to middle and the second of the second o ar ui , તો માર્ગનોષ્ટ્ર કર્ય તેમલ લાઇ પ્રથમ દેવન છ A TABLE TABLE YORKA and problem to the ริธิสัยเทพ โดยมีเพรดิตนุ สมวัส กรณิการครั้งกัดกับการเการครั้งการเกา akkumukan hukumuka elektrish divi a serine sekris. Seni akkumu han sedi kashirik di kar October Colling Clarks Office sen andergree book with Books a class पूर्व केम्बर्टर्स (महिन प्रति का हर अर्ज र १५) का देवार है। Westington because the soften estimates for the sobein administration of the control of the ogen frem had had a rathering garget graphers, and it will be self-Mediatr, fillingly ्रा १ - १८ वस्त १ क्षा स्थापन के प्रकार के स्थापन के प्रकार के प्रकार के प्रकार के प्रकार के प्रकार के प्रकार इसके जा अपने कारण स्थापन के स्थापन के प्रकार के प् el**anteol majs** d**o am**e and el colle per July 19 Miles victi etc des CONTRACTO SAME v contilla รักษัตสหมณฑิยธิกุษ์ พ.ศ. (ค.ศ. 1869) ค.ศ. (ค.ศ. 1871) वर्षेत्र केले क्रामेच्या के अवश्रीकानेक्ष्य के एक अनु के अन्य कर है। ability in the helphological authorized hims to also landing negraginaging sagar naga naga kana banang landina nagara bersalah sa terbesah bersalah bersalah bersal Land of the throughout er fram Leither Inco Whicher alienteen married Long to the entries for a contract e description and a first order of the r dalah 1984 yang dayangan kang ila laga sebagaan kecamatan seba

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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. 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 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 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

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 insurancepremium 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 not a mount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance on aining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become accigated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a fore are sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all install neats for items (a), (b), and (c).

3. Application of Payments. A'r payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance is mium 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, leccahold 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, casu atie; 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 sul sequently 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 clauses in favor of, and in a firm acceptable to, Lender.

In the event of loss, Borrower shall give to 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 part of the insulance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Se urity Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the estoration or repair of the damaged property. 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 insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to t'a 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 wist or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear except d. 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 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. 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 the 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. Any application

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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, if permitted by applicable law and 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 or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit 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 JUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of sevenent defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not au an ize acceleration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatement. Borrower name is right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount two 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 provided 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 dencirl 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 the 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.
- 19. 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 declarated by 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 brench 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.

.D.F.____

Page 3 of 4

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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. Lender shall be entitled to collect all expenses incurred in pursuing the 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.

20. Acceleration for Insurance Ineligibility. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to NINETY DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's follure to remit a mortgage insurance premium to the Secretary.

such ineligibility. Notwithstanding the foregoi solely due to Lender's follure to remit a mortgo	ng, this option r	may not be exercised by Lend	ler when the u	navailability of insurance is
21. Riders to this Serucity Instrument. Security Instrument, the cave lants and agreements of this Securapplicable box(es)].	If one or mo	ore riders are executed by E such rider shall be incorpora	ted into and sl	iall amend and supplement
Condominium Rider		justable Rate Rider		Growing Equity Rider
Planned Unit Development Rider	Gr	aduated Payment Rider		Other(s) [specify]
BY SIGNING BELOW, Borrower accepts any rider(s) executed by Borrower and recorde	and agrees to t d with it.	he terms and covenants con	tained in this	Security Instrument and in
Witnesses:		David +	ulbr	(Seal) -Borrower
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STATE OF ILLINOIS,	Cool	County ss:		10-
I, Undis and that DAVID FULLER, bucker				and state do hereby certify
subscribed to the foregoing instrument, appeared delivered the said instrument as Given under my hand and official seal, thi	free and		wledged that id purposes the	me person(s) whose name(s) signed rein set forth. , 19 90
My commission expires:		Notary Public		
This Instrument was propared by: Maritza	ı Pieczynsk:	i	11004	SEAL "

NOTAGY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 4/7/91

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