

# UNOFFICIAL COPY

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DEPT-DA RECORDING  
REF ID: TRIN 6770 10/10/90 15 23 00  
FILED # G X-70-511839  
COOK COUNTY RECORDER

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FHA Case No.

100-612001-100

State of Illinois

## MORTGAGE

At #: 110-007

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

ELIZABETH RENEE AND GEORGE KIRKUS, HHS - THE HOMECENTER, INC., A - FIRM, AND  
GEORGE KIRKUS, INDIVIDUALLY

whose address is 2050 NORTH COREY AVENUE  
CHICAGO, IL 60605

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

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose  
address is 300 N. WELLS ST., CHICAGO, IL 60602  
("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000.00).

Dollars (U.S. \$ 188,000.00). 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  
. 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

County, Illinois:

100-612001-100  
THE PROPERTY IS LOCATED IN THE CITY OF CHICAGO, COUNTY OF CHICAGO,  
LINE 281, AC 100, OF THE LAND AREA OF THE TWO PLAT, AS RECORDED IN VOL.  
104881, PG 807, RECD. NO. 10, EAST OF THE THIRD FLOOR, APPROXIMATELY  
FIFTEEN FEET FROM THE CENTER LINE OF FRANCIS AVENUE, IN THE CITY  
OF CHICAGO.

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which has the address of 2050 NORTH COREY AVENUE, CHICAGO  
Illinois 60605 [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 seised 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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This instrument was prepared by: *John Tellez*  
 Notary Public, State of Illinois  
 My Commission Expires: **12/31/91**

**"OFFICIAL SEAL"**

Given under and acknowledged before me this day in person, and acknowledged that he is 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 he is personally known to me to be the same person(s) whose name(s)

THAT, ROSENDO M. ROJAS AND GLORIA ROJAS, HIS WIFE AND PORTILIO ROJAS, A BACHELOR, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS

Borrower	(Seal)	Borrower	(Seal)	Borrower	(Seal)	Borrower	(Seal)
<i>John Tellez</i>							

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.

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments of each such rider shall be incorporated into and shall amend and supplement the coverments of this Security Instrument, unless otherwise provided in the rider(s), were in a part of this Security Instrument, [Check applicable box(es)]  
 and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument, [Check applicable box(es)]  
 of insurance is solely due to Lender's failure to permit a mortgage insurance premium to the secretary.  
 from the date hereof, declining to insure this security instrument and the note secured by Lender when the insurance is option and notwithstanding any authority 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 the date hereof, declining to insure this security instrument and the note secured by Lender when the insurance is option and notwithstanding any authority in Paragraph 9, require immediate payment in full of all sums secured by this Security instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments of each such rider shall be incorporated into and shall amend and supplement the coverments of this Security instrument, unless otherwise provided in the rider(s), were in a part of this Security Instrument, [Check applicable box(es)]  
 of such insurability, notwithstanding, this rider, this option may not be exercised by Lender when the insurance is option and notwithstanding any authority in Paragraph 9, require immediate payment in full of all sums secured by this Security instrument, the coverments of each such rider shall be incorporated into and shall amend and supplement the coverments of this Security instrument, unless otherwise provided in the rider(s), were in a part of this Security Instrument, [Check applicable box(es)]

Condominium Rider       Adjustable Rate Rider       Graduated Payment Rider       Other

905118-3

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 foreclose this security instrument by judicial proceeding, but not limited to collect all expenses incurred in pursuing the 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:

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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 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 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 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 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, leasehold 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, casualties, 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 clauses 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 part 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 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 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 excepted. 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 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.

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Leender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of Breach to Borrower; However, Leender 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 invalidation of this Security Instrument is paid in full.

Borrower has not exceeded any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising his rights under this paragraph 16.

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.

Assignment of additional security only.

co-rental 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

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

be severable. In the event that any provision of this Security Instrument is declared to be ineffective within 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.

13. **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

15. **Notices.** Any notice to be given to Borrower shall be given in writing and sent by registered or certified mail to Borrower at its address set forth above, or to Lender at its address set forth above, or to either party at such other address as either party may designate in writing to the other party.

12. Successors and Assignees Bound; Joint and Several Liability; C-Signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, as well as Borrower's wife, children, and assigns, to the same extent as if they had personally executed this Security instrument.

13. Notice. Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by mailing

10. **Borrower's right to pay an amount due under the Note or its Security Instrument.** This right applies even after a receiver gains title to the Note or its Security Instrument if the Note or its Security Instrument is sold or otherwise transferred to another party.

does not authorise acceleration or foreclosure if not permitted by regulations of the Secretary.

does not require such payments. Lennder does not waive its rights with respect to subsequent events.

(c) No written, if circumstances occur that would permit Lender to require immediate payment in full, but Lender

(v) The property is held beneficially by the Purchaser or his credit has not been approved in accordance with the requirements of the Securitiser.

(1) All of parts of the Project is otherwise transferred (other than by devise or descent) by the Testator, and

Secretary, require immediate payment in full of all the sums secured by this security instrument in:

(b) *Sale Without Credit Approval.* Lender shall, if permitted by applicable law and with the prior approval of the

(iii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in the Security instrument.

(ii) Borrower agrees to pay to Lender any monthly payment required by this Secured instrument prior to or on the due date of the next monthly payment, or

immediate payment in full of all sums secured by this Security Instrument or

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require

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outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.