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713123-5
State of Illinois

MORTGAGE

FHA Case No.

131:6187326 703

THIS MORTGAGE ("Security Instrument") is made on OCTOBER 12TH , 19 90 .
The Mortgagor is LINDA C. SCRUGGS , DIVORCED AND NOT SINCE REMARRIED AND DELLA BROWN ,
DIVORCED AND NOT SINCE REMARRIED

whose address is 17½ MCVICKERS, CHICAGO, IL 60639

FIREMAN'S FUND MORTGAGE CORPORATION

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

which is organized and existing under the laws of DELAWARE , and whose
address is 27555 FARMINGTON ROAD/P.O. BOX 1505, FARMINGTON HILLS, MICHIGAN 48333
("Lender"). Borrower owes Lender the principal sum of

NINETY FOUR THOUSAND THREE HUNDRED FIFTY FOUR AND 00/100-----
Dollars (U.S. \$ 94,354.00). 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 01ST, 2020 . 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 the 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 30 IN MILLS AND SONS RESUBDIVISION OF SUNDRY LOTS IN BLOCKS 1,2,11 AND 12 IN GALE AND
WELCH'S RESUBDIVISION OF BLOCKS 27 TO 30, 46 TO 50, AND PART OF BLOCK 31 OF A. GALE
SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION
32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS. A. b.

PIN # 13-32-313-025

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COOK COUNTY RECORDER

which has the address of 1742 MCVICKERS, CHICAGO
Illinois 60639 (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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Each monthly installment of 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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Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach; however, Lender or a judicially appointed trustee may do so at any time prior to remedy of Lender. This assignment of rents shall not be deemed to interfere with the right of Lender to sue for rents or to foreclose the debt secured by the Security instrument 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 its rights under this paragraph [or].

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Lender until payment in full of all sums secured by the property; and (c) either team or the Security Instrument: (b) Lender shall be entitled to collect rents due and unpaid to Lender's agent on Lender's written demand to the tenant.

16. Assignment of Rents, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the property, Borrower authorizes Lender to collect the rents and revenues of the property, prior to Lender's agents. However, prior to Lender's notice to Borrower, Lender shall collect and receive all rents and revenues of Borrower's behalf of any instrument or equipment 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.

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

14. Governing Law: 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 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 do not affect the validity of this Security Instrument or the Note.

13. Notes, mail unless otherwise provided for in this Security Instrument shall be given by mailing or by other class mail unless otherwise specified by law. The notice shall be deemed to have been given when delivered to Borrower or Lender or Borrower or Lender when given as provided in this paragraph.

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 paragraphs 9.b. and 9.c. of this instrument and set forth below.

11. Borrower Not Responsible for Payments of Late Fees Not a Waiver. Extension of the time of modification of amortization of the sums secured by this Security Interest without written consent of Borrower shall not be a waiver of or preclude the exercise of any right or remedy.

(d) **Regulations of H1B Secretary.** In many circumstances regulations issued by the Secretary will limit Lenders' rights in the case of part (e) defaults to require immediate payment in full and foreclose if not paid. This Secrecy instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) No Waverer, 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.

(ii) The Property is not equipped by the Purchaser or grantee as his or her primary or secondary residence, or the Purchaser does not occupy the Property but his or her credit has not been approved in accordance with the terms of the Sale Agreement.

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

(b) *Scale Without Certification*—Landowner shall, if permitted by applicable law and with the prior approval of the State Soil Conservation Board, apply for all the same services rendered by the State Soil Conservation Board.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this contract.

(a) Delinquent, lender may, except as limited by regulations issued by the Security Instrument debtors, require immediate payment in full of all sums secured by this Security Instrument if:

9. Grounds for Acceleration of Debts

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