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LOAN#647818

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DEPT-01 RECORDING
T#4444 TRAN 4452 05/15/90 11:13:00
#8674 # *-90-224329 - \$15.00

State of Illinois

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on **MAY 8**, 1990.
The Mortgagor is **SHAWN R. ANTOL AND SHARON L. ANTOL, HIS WIFE**

COOK COUNTY RECORDER

FHA Case No.

131: 605-685-6-703

whose address is **675 GROVE TERRACE, #111, ELK GROVE VILLAGE, ILLINOIS 60007**, ("Borrower"). This Security Instrument is given to **EMPBANQUE CAPITAL CORP.**

which is organized and existing under the laws of **THE STATE OF NEW YORK**, and whose address is **ONE OLD COUNTRY ROAD, CARLE PLACE, NEW YORK**

ONE HUNDRED SIX THOUSAND NINE HUNDRED DOLLARS AND NO/100TH*** ("Lender"). Borrower owes Lender the principal sum of**

106,900.00

106,900.00

Dollars (U.S. \$ ~~106,900.00~~) **106,900.00**). 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

JULY 1, 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 14 IN BLOCK 60 IN HANOVER HIGHLANDS UNIT NO. 8, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1968 AS DOCUMENT 20710037, IN COOK COUNTY, ILLINOIS.

P.I.N.: **07-30-207-014**

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which has the address of **7847 CARLISLE DRIVE, HANOVER PARK** [Street, City].
Illinois **60103** [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 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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SCALMBURG, IL 60173
 850 E. HIGGINS ROAD
 EMERITAGE CAPITAL CORP.
 DE981 BITTERMAN
 This instrument was prepared by:
 Notary Public
 C. O. Acosta
 My Commission expires: 10-17-93

NOTARY PUBLIC, STATE OF ILLINOIS
 LISA C. PROCTOR
 "OFFICIAL SEAL"

Given under my hand and official seal, this 8th day of May 1990
 signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth,
 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
 personally known to me to be the same person(s) whose name(s)

that SHAWN R. ANTOL AND SHARON L. ANTOL, HIS WIFE
 , a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS.
 COOK County ss:

-Borrower
 (Seal)
 SHARON L. ANTOL
 (Seal)

-Borrower
 (Seal)
 SHAWN R. ANTOL
 (Seal)

-Borrower
 (Seal)
 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.

and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument the coverings
 Security Instrument, the coverings of each such rider shall be incorporated into and shall amend and supplement the coverings
 Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
 of insurance is solely due to Lender's failure to make a mortgage insurance premium to the secretary.
 proof of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability
 from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive
 instrument. A written statement of any such rider of the Security instrument in full or in sums accrued by this Security
 its option and notwithstanding Paragraph 9, require immediate payment in full of all sums accrued for insurance
 for insurance under the National Banking Act within 180 DAYS.
 Acceleration Clause. Borrower agrees that should this Security instrument and the note secured hereby not be eligible

Condominium Rider Adjustable Rate Rider Graduated Payment Rider Other

Security Rider Group Equity Rider Planned Unit Development Rider

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. Remedies. In the event of non-payment of all sums secured by this Security Instrument, 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 attorney's fees and costs of title evidence.
16. 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 attorney's fees and costs of title evidence.
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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, 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 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 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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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 amount paid by Lender, plus an annual sufficient to maintain an additional one-twelfth of the annual amounts, as reasonably estimated by Lender, shall be accumulated by Lender within a period ending one-sixth of the estimated amounts. The full annual amount shall hold the item held by Lender, plus the amount collected in trust to pay items (a), (b), and (c) before they become delinquent.

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 advanced payment of entire mortgage insurance premium. If this Security instrument is or was insured under a program which did not require advanced payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an instalment premium shared by the Secretary to be paid by Lender, or (ii) a monthly charge instead of a monthly mortgage insurance premium to be paid by Lender to the Secretary, or if this Security instrument is insured under a program which did not require advanced payment of the entire mortgage insurance premium, then each monthly payment shall include either: (i) an instalment premium shared by the Secretary to be paid by Lender to the Secretary, or if this Security instrument is insured under a program which did not require advanced payment of the entire mortgage insurance premium, then each monthly payment shall be all sums secured by this Security instrument of all kinds except those held by Lender.

If Borrower's account shall be held in an amount equal to the full annual mortgage insurance premium to be paid by Lender prior to the date the entire balance due on the Note.

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

First, to the monthly mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary.

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

Third, to interest due under the Note.

Fifth, to late charges due under the Note.

Fourth, to amortization of the principal of the Note.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make payment for such loss if not made directly to Lender, instead of to its option, either (a) to the borrower and to Lender jointly, or (b) to the borrower and to Lender, at its option, either (a) to the reduction of the monthly payment or (b) to the restoration of the principal of the note or (c) to the payment of any amount which it may be necessary to pay to Lender to satisfy its claim for such loss.

In the event of damage or loss of title to the property, Lender shall have the right to inspect the property and to make payment to Lender if such loss or damage results from causes beyond the control of Lender. Lender may make payment for such loss or damage if it has been caused by Lender.

5. Preservation and Assignment of the Property. Lender shall not commit waste or desecrate, Lender may inspect the property if it is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect the property in this event if Lender's rights are violated.

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 interests in the property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. If Borrower fails to make these 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.

7. Contingent or Any Award of Proceeds of any other taking of the property, or for conversion in place of condemnation, are hereby assented to by the Note and this Security instrument, first to any delinquency amounts applied in Paragraph 3, and then to prepare the Note and this Security instrument or other instrument of record to the extent of the full amount of the indebtedness under the Note and this Security instrument. Lender shall bear interest on the amount of the Note and this Security instrument until paid under the Note and this Security instrument.