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(Space Above This Line For Recording Date)

State of Illinois 251 (2009)

MORTGAGE

FHA Case No. 131:6026492-729 /
LDAJ # 00063940 (0000)

THIS MORTGAGE ("Security Instrument") is given on MAY 17, 2011.
The Mortgagor is
KEVIN A. NORWAY
JULIE A. NORWAY, HUSBAND AND WIFE

whose address is 3001 WINDFLEET PLACE, TINLEY PARK, ILLINOIS 60477

wherein this Security Instrument is given to
WESTAMER MORTGAGE COMPANY, A COLORADO CORPORATION,
which is organized and existing under the laws of THE STATE OF COLORADO,
and whose address is 1411 EAST SECOND AVENUE
APART 201, DENVER, CO 80202

wherein Borrower owes Lender the principal sum of
NINE HUNDRED SEVENTY FIVE AND NO/100 (\$975.00)

which is secured by a promissory note dated the same date as this Security Instrument
("Note") which provides for monthly payments with the debt not paid earlier, due and payable on
MAY 1, 2012.

The Security Instrument secures Lender's 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
SOUTHWEST CORNER QUARTER SECTION UNIT 1, BEING A SUBDIVISION OF PART OF THE
SOUTHWEST CORNER QUARTER SECTION UNIT 1 OF SECTION 24, TOWNSHIP 26 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

DATE: 2011-05-17 11:00 AM

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which is the address of the Mortgagor, 3001 WINDFLEET PLACE, TINLEY PARK, ILLINOIS 60477 (See)

TINLEY PARK, ILLINOIS 60477 ("Property Address");
(Zip Code)

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and utilities, electrical and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All improvements 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 against 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 on the debt, 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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to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument.

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 immediately due and payable.

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, insurance and other items mentioned in Paragraph 2.

Whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property, 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 obligations which is owed the payment, it shall be deemed to have defaulted under the Note and this Security Instrument.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, taxes 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. Failure to pay would adversely affect Lender's interest in the Property, upon Lender's request.

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.

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.

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.

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 perils 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 form 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 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.

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 the late charges due under the Note.

If Borrower orders 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).

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 mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the 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 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 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.

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.

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8. Application of Proceeds. The proceeds of the Note and this Security Instrument, first to any delinquent amounts due to Lender by Borrower, and second to the principal and accrued interest on the Note and this Security Instrument, shall be applied to the principal of the Note and this Security Instrument. Any application of the proceeds to the principal of the Note and this Security Instrument shall be subject to the priority of payments, which are referred to in Paragraph 2, or change the amount of such payments. A Borrower who ceases to be a debtor is required to pay all outstanding indebtedness under the Note and this Security Instrument to the satisfaction of the Lender.

8. Fees. Lender shall be entitled to the fees authorized by the Secretary.

9. Grounds for Acceleration of Debt

(a) Default. In the event of a default by Borrower under the Note and this Security Instrument, Lender shall be entitled to immediately accelerate the maturity of the debt secured by this Security Instrument.

(b) Borrower shall be bound to pay to Lender all amounts due and payable by this Security Instrument prior to or on the date of acceleration of the debt secured by this Security Instrument.

(c) Borrower shall be obligated, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(d) No Waiver of Remedies. Borrower's failure to pay to Lender the sums secured by the Note and this Security Instrument without the prior approval of the Secretary shall not constitute a waiver of any remedy available to Lender under this Security Instrument.

(e) Lender shall have the right to take possession of the Property (as defined by the Note and this Security Instrument) by the Borrower, and

(f) Lender shall have the right to take possession of the Property (as defined by the Note and this Security Instrument) by the Borrower, or the personal or secondary residence, or the personal or secondary residence, or to supply the Property, but only if such action has not been approved in accordance with the provisions of the Note and this Security Instrument.

(g) No Waiver of Remedies. Borrower's failure to pay to Lender the sums secured by the Note and this Security Instrument shall not constitute a waiver of any remedy available to Lender under this Security Instrument.

(h) Regulations of HUD Secretary. In any event, the regulations issued by the Secretary will limit Lender's rights, remedies, and remedies available to Lender under this Security Instrument and Lender shall not be permitted to exercise any rights or remedies not permitted by regulations of the Secretary.

10. Reinstatement. If Borrower has failed to pay to Lender the sums secured by the Note and this Security Instrument in full because of Borrower's failure to pay to Lender the sums secured by the Note and this Security Instrument, Lender shall have the right to bring Borrower's account into compliance with the terms and conditions of Borrower under this Security Instrument, foreclosure costs and reasonable expenses of Lender, including reasonable expenses of the Property, incurred with the foreclosure proceeding. Upon reinstatement by Borrower to the satisfaction of Lender, this Security Instrument shall be in full force and effect as if Lender had not required immediate payment of the sums secured by the Note and this Security Instrument. If Lender has accepted reinstatement after the commencement of a foreclosure proceeding, Lender shall not be required to commence a current foreclosure proceeding. (i) No Waiver of Remedies. Borrower's failure to pay to Lender the sums secured by the Note and this Security Instrument shall not constitute a waiver of any remedy available to Lender under this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of any terms of the Note and this Security Instrument not granted by Lender, or any successor in interest of Borrower shall not constitute a release of Borrower, or any successor in interest of Borrower. Lender shall not be required to commence proceedings after the time of payment of the sums secured by the Note and this Security Instrument or otherwise modify amortization of the sums secured by the Note and this Security Instrument. Lender's failure to commence proceedings or otherwise modify amortization of the sums secured by the Note and this Security Instrument shall not constitute a release of Borrower, or any successor in interest of Borrower. Any modification or extension of the time of payment or modification of any terms of the Note and this Security Instrument shall not constitute a release of Borrower, or any successor in interest of Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13. Any Borrower who co-signs this Security Instrument but does not execute the Note and this Security Instrument shall be bound by the terms and conditions of the Note and this Security Instrument, and shall be liable for the sums secured by this Security Instrument; Lender agrees that it will not be bound by the terms and conditions of the Note and this Security Instrument, or make any accommodations with regard to the terms of the Note and this Security Instrument.

13. Notices. All notices of Lender under this Security Instrument shall be given by delivering it or by mailing it by first class mail, return receipt requested, to the Property Address or any other address of Borrower designated by Borrower. Any notices under this Security Instrument shall be given by first class mail to Lender's address stated in Paragraph 1 of the Note and this Security Instrument. Any notice provided for in this Security Instrument shall be deemed to have been properly given if it is given as provided in this paragraph.

14. Governing Law. The law of the jurisdiction in which the Property is located shall govern the interpretation and construction of this Security Instrument and the Note, except to the extent that the law of the jurisdiction in which the Property is located conflicts with applicable law, such conflict shall not be a defense to the enforcement of this Security Instrument or the Note, and the law of the jurisdiction in which the Property is located shall be declared to be inapplicable.

15. Borrower's Copy of this Security Instrument. Lender shall provide a copy of this Security Instrument to Borrower.

16. Assignment of Rents. Borrower shall assign and transfer to Lender all the rents and revenues of the Property. Borrower shall authorize Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents and revenues to Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or a provision of 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 and shall 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 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 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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This instrument was prepared by: WESTVIRGINIA FIDELITY COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 149
SANDY BOWNE
CARRBORO TERRACE, IL 60181



My commission expires:

Given under my hand and Official seal this: 17TH

day MAY A.D. 19 90

personally known to me to be the same person(s) whose name(s) they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

I, Notary Public in and for the county and state of Illinois, do hereby certify that: KEVIN R. CONWAY and JULIE M. CONWAY, his wife

STATE OF ILLINOIS,

County of: COOK

County of: COOK

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

KEVIN R. CONWAY
JULIE M. CONWAY

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Condominium Rider
- Adjustable Rate Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other

Security Instrument, the covenants and agreements 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 a part of this Security Instrument. [Check applicable

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 a part of this Security Instrument. [Check applicable

20. Acceleration of 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 SIXTY 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 SIXTY 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 failure to remit a mortgage insurance premium to the Secretary.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Borrower shall pay any recordation costs without charge to Borrower. Borrower shall release this Security Instrument, Lender shall release this Security Instrument

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within SIXTY 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 SIXTY 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 failure to remit a mortgage insurance premium to the Secretary.

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.

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

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ADJUSTABLE RATE RIDER

This Adjustable Rate Rider (ARIR) is made this 17th day of May 2011 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note.

WISCONSIN MORTGAGE COMPANY, A COLORADO CORPORATION

has assigned to the lender the mortgage on the property described in the Security Instrument and located at:

301 WEST 19th PLACE, LINLEY PARK, ILLINOIS 60477
Property Address.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

All terms, conditions, covenants and agreements made in the Security Instrument, Borrower's Note and this ARIR shall be read and agreed as follows:

1. The interest rate on the stated interest rate of 5.500 per centum (the "Initial Interest Rate") on the unpaid principal balance is subject to change, and the interest rate will change when the interest rate changes, the equal monthly installments of principal and interest also will change. The new interest rate and the equal monthly installments of principal and interest will be determined so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note at the new adjusted interest rate, over the remaining term of the Note.

2. The first date on which the interest rate (if any adjustment is required) will be effective on the first day of 10/1/11 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Security Instrument ("Change Date").

3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release B-1453a). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any as follows:

a. The value of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").

b. The "Margin" will be 5.500 percentage points (5.500%); the "Margin" will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.

c. The Current Interest Rate will be compared to the interest rate being earned immediately prior to the Change Date ("Existing Interest Rate"). Then, the new adjusted interest rate will be determined as follows:

i. If the Current Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.

ii. If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Security Instrument of five percentage points in either direction from the initial interest rate, herein called the "5% Cap").

iii. If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).

iv. If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).

4. Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage points higher or lower than the Initial Interest Rate. If any increase or decrease in the existing interest rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable to the existing interest rate.

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Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

JULIE A. CONWAY

KEVIN R. CONWAY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider:

Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) the Adjustment Notice when required, and (iii) Borrower consented to such Adjustment, then Borrower, at Borrower's sole option, may either (a) demand the return from Lender (and for the purposes of this sentence will be deemed to be the lender, or lender, who received such Excess Payments, whether or not any such lender subsequently assigned the Security Instrument) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the sum of the Margin and the Index on the Change Date when the Existing Interest Rate was so reduced, from the date Excess Payments were made by Borrower to Lender, or (b) request that all or any portion of such Excess Payments together with interest thereon calculated as provided above, be applied as payments against principal.

Nothing contained in this Adjustable Rate Rider will permit Lender to accomplish an interest rate adjustment through an increase or decrease to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Borrower's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider:

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