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LOAN #3411826 State of Illinois

MORTGAGE

PHA Case No.

131: 608 2912 796

THIS MORTGAGE ("Security Instrument") is made on July 11 The Mortgagor is KATHY J. ASH, Divorced Not Since Remarried

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7023 VEST 71ST PLACE, NOTTINGHAM PARK, ILLINOIS whose address is , ("Borrower"). This Security Instrument is given to

ALLIED REALTY FINANCIAL CORPORATION

which is organized and existing ancer the laws of ILLINOIS 9957 S. ROBERTS NOAD, address is

, and whose

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

PALOS HILLS, ILLINOTS 60465 Sixty-three thousand six hundred and NO/100- - -

Dollars (U.S. \$ 63,600.00). This lebt is evidenced by Horrower'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 August 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 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:

LOT 60 IN FRANK DELUCACH'S 71ST HIGHLANDS, LEVIG A SUBDIVISION OF THAT PART OF THE WEST HILF OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13 FAST OF THE THIRD PRINCIPAL MERIDIAN; LYING FAST OF THE THE FAST LINE OF RAILROAD RIGHT OF WAY ACQUIRED BY COMDEMNATION IN THE COUNTY COURT OF THE STATE OF TILINOIS IN CASE NUMBER 8854 STICKNEY TOWNSHIP IN OOK COUNTY, ILLINOIS.

90379194

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COOK COUNTY RECORDER

PERMANENT INDEX NO. 19-30-101-029-0000

which has the address of 7028 WEST 71SP FLACE, NOTTINGHAM PARK 60638 [ZIP Code], ("Property Address"); Illinois

IStreet, Cityl.

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 demay... Abject 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.

BOLLOWOF BOTTOWer (1896) (IBOC) -Bottower (Seal) Bottower. (Seal) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms conversed in this Security Instrument and in any rider(s) Planned Unit Development Rider Other Graduated Payment Rider Growing Equity Rider Adjustable Rate Rider Condominium Rider and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Cheek applicable box(es)] Riders to this Security Instrument. If one of more riders are executed by Borrower and recorded together with this Security Instrument, the coverants of each such rider sire, the incorporated into and shall amend and supplement the coverants of insurance is solely due to Lender's failure to thrift a mortgage insurance premium to the secretary. proof of such incligibility. Motwithstanding the forceoing, this option may not be exercised by Lender when the unavailability from the date hereof, declining to insure this fecurity instrument and the note secured thereby, shell be deemed conclusive SYAC YTXI2 Instrument. A written statement of any auther, red agent of the Secretary dated subsequent to for insurance under the Mational Houring Act within SIXIY DAYS from the date hereof, Lender may, at its option and notwithstanding anything to Paragraph 9, require immediate payment in full of all sums secured by this Security Acceleration Clause. Borror of agrees that should this Security Instrument and the note secured thereby not be eligible

19. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

NON-UNIFORM COVENAVIS, Borrower and Lender further covenant and agree as follows:

18. Retease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument,

17. Foreclosure Procedure. If Lender requires immediate mayment in full under paragraph 9, Lender may foreclose this Security Instramant 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.

without charge to Borrower. Borrower shall pay any recordation costs.

Noury Public

free and voluntary act, for the uses and purposes therein set forth.

personally known to me to be the same person(s) whose name(s)

County 55:

a Notary Public in and for said county and state do hereby certify

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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

DOMNEYS CHONE' ITTINOIS 0021'S 1030 3131 SIKEEL' SOILE 401

Му Соттіззіфі ехрісуняє з носляту

sk insmurteni bise ohi vereci the said instrument as

KEINEN TO: MIDWEST FUNDING CORPORATION

Notery Public, State of Illinois My Commission Expires 19/27/93

ning and official seat, "OFFICIAL SEAL"

that KATHY J. ASH, Divorced Nor Since Remarried

This Instrument was prepared by: LISA L. KIME

Any application of the proceeds of the ringital's all a cycegoral posterior by the tute 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 1° 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 $\lambda(U)$ Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment actualts 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 nate 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 with next they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary with next meet 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 proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Ver. created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender No. a Walver. 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 telus; 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 mo tgage, 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 is extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note y about that Borrower's consent.

43. 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 I ender 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 it it is Security Instrument shall be deemed to have been given to Borrower or I ender 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. 90329104

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes I ender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the tents 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.

Horrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent 4 ender 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.

become delinquent, Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would by Lender plus an amount sufficient to maintain an additional balance of not more than cine-sixth of the estimated amounts, Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated

on or before the date the item becomes due. is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency payments by Borrower, at the option of Borrower, if the total of the payments made by Borrower for item (a), (b), or (c) the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent 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

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 premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her

be credited with any trie ice remaining for all installments for items (a), (b), and (c). If Borrowe (c) iders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with tre 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's not become obligated to the Property or its acquisition by Lender, Borrower's account shall be Borrower's account shall be account s

instead of the monthly mortgage ins trance premium, unless Bottower paid the entite mortgage insurance premium when this 3. Application of Payments. All payments under paragraphs I and 2 shall be applied by Lender as follows: First, to the mortgage insure nee premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary

Second, to any taxes, special assess, nents, leasehold payments or ground rents, and lite, flood and other hazard insurance Security instrument was signed;

Third, to interest due under the Motel premiums, as required;

Fourth, to amortization of the principal of the Note; Fifth, to late charges due under the Note.

renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender. insure all improvements on the Property, whether now in clist since or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be eartied with corapanies approved by Lender. The insurance policies and any existence or subsequently erected, against any hazards, o'staities, 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 4. Fire, Flood and Other Hazard Insurance. J. Rower shall insure all improvements on the Property, whether now in

paid to the entity legally entitled thereto. 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 Mr te and this Security Instrument shall be or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date any delinquent amounts applied in the order in Paragraph 3, and then to pre ayment of principal, or (b) to the restoration In the event of loss, Borrower shall give Lender immediate no ice 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, 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 in the Note and this Security Instrument, first to any delippurary apprion, either (a) to the reduction of the indebtedness in the Note and this Security Instrument, first to

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.

Lender agrees to the merger in writing. the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shan not be merged unless substantially change the Property or allow the Property to deteriorate, reasonable wear and tear charpted. Lender may inspect the property if this Security Instrument is on a leasehold, Borlower shall comply with and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borlower shall comply with the property of 5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit wrate or destroy, damage or

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. 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

of taxes, hazard insurance and other items mentioned in Paragraph 2. do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment 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 If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants

option of Lender, shall be immediately due and payable. by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured

Instrument, first to any delinquent amount applied in the order provided in Paragraph 3, and then to prepayment of principal. Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security and shall be paid to Lender to the extent of the tull amount of the indebtedness that remains unpaid under the Note and this 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

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