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State of Illinois

MORTGAGE

FHA Case No. 131:5966349

THIS MORTGAGE ("Security Instrument") is made on

April 4th, 1990

The Mortgegor is

TIMOTHY J. HEFFRON AND

GINA M. HEFFRON, HIS WIFE

whose address is

1735 MCKOOL AVENUF

STREAMWOOD, ILLINOIS 60107

("Borrower"). This Security "astrument is given to

CAPITAL HOME WORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS

and whose address is

2400 WEST HASSELL ROAD SUITE 340 HC FFNIAN ESTATES, ILLINOIS 60195

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

Eighty Seven Thousand Four Hundred Fifty Or.o and 00/100

Dollars (U.S. \$ 87,451.00

). This deit, it evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full dobt, it not piud cariler, due and payable on May 1st, 2020

This Security Instrument secures to Lender: (a) the replyment 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 or ue 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 4240 IN WOODLAND HEIGHTS UNIT II, BEING A SUBDIVISION II, SEITTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECURDER'S OFFICE JUNE 24, 1969 AS DOCUMENT NUMBER 20880926 IN COOK COUNTY, ILLINGIS

PERMANENT INDEX NUMBER: 06-26-408-002

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-10/4's Office TRAN 7738 07/18/90 13:12:00 COOK COUNTY RECORDER

which has the address of 403 KRAUSE, STREAMWOOD

illnois 60107 [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."

BURROWER 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 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 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 Dovelopment or his or her designed. 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 tendrus 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 previous to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Postrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments 'seehold 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. Berrower shall improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and conting or extinction 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 requires by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be field 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 Lander immediate notice by mail. Lander may make proof of loss if not made promptly by Borrower. Each insurance company concerned to 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 is 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 Scoring Instrument shall be paid to the entity legally entitled therein

in the event of foreclosure of this Security Instrument or other transfer of title to the Property that extragulates 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 dristro, 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 see 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 turnish to Lender receipts evidencing these payments.

If Borrower tails 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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a print plate at a parter of coor pane it a dua date of the fonthly payments/which are referred to in Any application of the proceeds to the 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:
 - (f) 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, 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 sold or otherwise transferred (other than by devise or descent or operation of law) by the Borrower,
 - (li) The sale or other transfer is pursuant to a contract of sale (or by deed, if there is no contract of sale) executed no later than 12 months (24 months if the Property is not the principal or secondary residence of the Borrower) after the date on which this Security
 - (iii) The cre and of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.
 - (c) No Walt or. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender coes not waive its rights with respect to subsequent events.
 - (d) Regulations of HI D 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 permit ect by regulations of the Secretary.
- Borrower haz a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to 10. Reinstatement. pay an amount due under the Nots or th's Fecurity Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender it a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrumant, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon care atement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payme... in full. However, Lender is not required to permit reinstatement it: (i) Lender has accepted reinstatement after the commencement of foreclo ure proceedings within two years immediately preceding the commencement of a current toreclosure proceeding, (ii) reinstatement will preclude for closure 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 Maiver. Extension of the time of payment or modification of amortization of the sums secured by this Security instrument granted by Lender o 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 orb arance 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 Borro ver, 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 in Security Instrument or the Note without that
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by da verting 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 on any other address Borrower design nates 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 Lender. nates 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 low, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. 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 Lander 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 detault 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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NON-UHIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may forelose this Security instrument by judicial proceeding and any other remedies provided in this paragraph 17, including, but not limited reasonable attorneys' fees and costs of title evidence.

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.

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

AT MORTGAGEE'S OPTION, MOR'CAGOR WILL PAY A "LATE CHARGE" NOT EXCEEDING FOUR PERCENT (4%) OF ANY INSTALLMENT WHEN PAID MORE THAN FIFTEEN DAYS (15) AFTER THE DUE DATE THEREOF TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS, BUT SUCH "LATE CHARGE" SHALL NOT BE PAYABLE OUT OF THE PROCEEDS OF ANY SALE MADE TO SATISFY THE INDEBTEDNESS SECURED HEREBY ULESS SUCH PROCEEDS ARE SUFFICIENT TO SATISFY THE ENTIRE INDEBTEDNESS AND ALL PROPER COSTS AND EXPENSES SECURED THEREBY.

	ders are executed by Borrower and re	
Instrument, the covenants of each such rider shall be incorporated		e covenants and agreements of this
Security Instrument as if the rider(s) were in a part of this Security Instru	urrant. [Check applicable box(es)]	
Condominium Rider	Jusนปir กิสte Rider	Growing Equity Rider
 ·	aduated Payment Rider	X Other
ASSUMPTION RIDER	46	
BY SIGNING BELOW, Borrower accepts and agrees to the t	erms contained in this Security Instrume	ant and in any rider(s) executed by
Borrower and recorded with it.	\$/_	~ · N
Witnesses:	Line Charles	Hellow
	TIMOTHY I. HE FRON	(Seal)
	Sura II a	(Seal)
	GINA M. HEFFRON	-Borrowe
		(Seal)
		-Barrowa
		(Seal) Borrowe
STATE OF ILLINOIS, Cook They Undersigned that Timothy J. + GINA M H		90
STATE OF ILLINOIS,	County as:	
Oil. Undersiend		
They concerning.	a Notary Public in and for as	aid county and state do hereby certify
that Timothy J. + GINA M 17	craren, his wife	
	, personally anown to me to be	a the settle belongs) whose traine(s)
subscribed to the foregoing instrument, appeared before me this day in and delivered the said instrument as	n person, and acknowledged that and voluntary act, for the uses and purp	ile signed
Given under my hand and official seal, this	day of Racin	1890
, , , , , , , , , , , , , , , , , , ,		
My Commission expires:	Chile (1 Conto
C7FICIAL S	EAL Notary Pytolic	
JULIE A. CO		
This instrument was prepared by: 1 9 10/0/7 NOTARY FUBLIC STATE TO MY COMPUSSION EXP.	TE OF ILLINOIS	9
TO BIT WINKINSTON EAP.	MAT 7, 1991	
capital Home Mortgageles p		<u></u>
DUNG 15:034 No. 1 5		
2400 west Massell Road 5 tokenan Estates, IL	71. 340 ELLIN	7.G.F.
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LOAN # 59106-6117

FHA CASE # __131:5966349

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ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 4TH day of APRIL 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Promissory Note (the "Note") to CAPITAL HOME MORTGAGE CORPORATION (the "Mortgagee") of the same date and covering the property described in the Security Instrument and located at:

403 KRAUSE STREAMWOOD, IL 60107
PROPERTY ADDRESS

AMENDED COV2)/PNT. In addition to the covenants and agreements made in the Security Instrument Mortgagee and Mortgagor further covenant and agree as follows:

The Mortgagee shall, if permitted by applicable law and with the prior approval of the Poderal Housing Commissioner, or his or her designee, declare all some secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by deviser descent) to a purchaser or grantee who does not occupy the property as his or her principal or secondary residence, or to a purchaser or grantee who does so occupy the property but whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Assumption Rider.

Mortgagog TIMOTHY . HEFFRON

Mortgagor GINA M. HEFERON

Mortgagor

Mortgagor

Revised 12-89

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