

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
SUMMIT FINANCIAL SERVICES  
5818 SOUTH ARCHER ROAD  
SUMMIT, ILLINOIS 60501

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[Space Above This Line For Recording Data]

State of Illinois

## MORTGAGE

FHA Case No.

131:6448990-703

THIS MORTGAGE ("Security Instrument") is made on **SEPTEMBER 3, 1991**. The Mortgagor is **DAVID F. WITKOWSKI, BACHELOR AND KATHY E. SURANE, SPINSTER**. **SEP 11 1991 RECORDINGS \$19.29**  
**7:11:11 TRAN 3287 09/05/91 10:18:00**  
**43556 A \*-91-458697**  
**COOK COUNTY RECORDER**  
**9113 SOUTH TROY, EVERGREEN PARK, ILLINOIS 60642**  
("Borrower"). This Security Instrument is given to

**ARGO SAVINGS & LOAN ASSOCIATION A FEDERAL SAVINGS & LOAN ASSN.**

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **5818 SOUTH ARCHER ROAD SUMMIT, ILLINOIS 60501** ("Lender"). Borrower owes Lender the principal sum of **EIGHTY NINE THOUSAND NINE HUNDRED NINETY AND 00/100**

Dollars (U.S. \$ **89,990.00** ). 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 **OCTOBER 1, 2021**

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 **COOK** County, Illinois:

**LOT 23 IN BLOCK 1 IN WIEGEL AND KILGALLEN'S KEDZIE AVENUE GARDENS, BEING A RESUBDIVISION OF BLOCKS 1 AND 2 IN J. W. PRASSAS' EVERGREEN PARK ADDITION, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

24-01-301-045

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which has the address of **9113 SOUTH TROY, EVERGREEN PARK** Street/City,  
Illinois **60642** Zip Code ("Property Address");

FHA Illinois Mortgage - 2/91

4424D -4R(ILL) (8103)

Page 1 of 6  
VMP MORTGAGE FORMS - 13131293-8100 - 18001521-7281

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*Handwritten initials/signature*

*197 Mail*

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

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

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

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, 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 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.

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 half-pace 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.

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.

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and 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.

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."

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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 sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or 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 principal 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.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 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 60 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.

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.

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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 terms 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.

**NON-UNIFORM 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 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.

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

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Notary Public Seal (mirrored)

This instrument was prepared by: SUMMIT FINANCIAL SERVICES CORP.

Joan T. Rapp  
Notary Public  
Comm. Exp. 6/28/93

DPS 1614

My Commission Expires: 6/28/93

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [Name], personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as [Name] 3rd day of September, 1991. free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this

DAVID F. WITKOWSKI, BACHELOR AND KATHY E. SURANE, SPINSTER

STATE OF ILLINOIS, County ss: Cook

Witnesses: [Signature] (Seal) Borrower

DAVID F. WITKOWSKI (Seal) Borrower

KATHY E. SURANE (Seal) Borrower

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

- Planned Unit Development Rider
- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other [Specify]

(Check applicable box(es))

20. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the terms 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.

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## EXHIBIT L

### MORTGAGE RIDER

The Mortgagee, Argo Savings and Loan Association, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Mortgagor with the provisions of this Mortgage Rider, may declare all sums secured by this mortgage to be immediately due and payable if:

- (a) all or part of the property is sold or otherwise transferred (other than by devise, descent, or operation of law) by Mortgagor to a purchaser or other transferee:
  - (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time (not to exceed 90 days) after the sale or transfer, all as provided in Section 143(c) and (1)(2) of the Internal Revenue Code of 1986, as amended; or
  - (ii) who has had a present ownership interest in a principal residence during any part of the three (3) year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (1)(2) of the Internal Revenue Code of 1986, as amended; provided that the purchaser or transferee may have had such an interest if the property is at such time a targeted area residence; or
  - (iii) at an acquisition cost which is greater than ninety percent (90%) of the then applicable average area purchase price (greater than one hundred ten percent (110%) for targeted area residences), all as provided in Section 143(e) and (1)(2) of the Internal Revenue Code of 1986, as amended; or
  - (iv) whose family income exceeds one hundred percent (100%) of the then applicable median family income for families of two (2) or more, or whose family income exceeds one hundred fifteen percent (115%) of applicable median family income for families of three (3) or more (or, except for one-third of the principal or loans in targeted areas (for which there is no limit), one hundred twenty percent (120%) and one hundred forty percent (140%), respectively, for a family in a targeted area residence), all as provided in Section 143(f) and (1)(2) of the Internal Revenue Code of 1986, as amended; or

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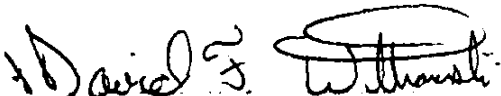
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- (b) Mortgagor fails to occupy the property described in the mortgage without prior written consent of the Mortgagee or its successors or assigns described at the beginning of this Addendum; or
- (c) Mortgagee omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code of 1986, as amended, in an application for this mortgage.
- (d) New mortgage. At no time prior to the date hereof has there been a mortgage on the Residence (whether in the form of a deed of trust, conditional sales contract, pledge, agreement to hold title in escrow, or other form of owner financing) securing a loan to DAVID F. WITKOWSKI AND KATHY E. SURANE, the proposed purchaser of the Residence (the "Mortgagor"), other than a construction loan, construction bridge loan, or other temporary initial construction financing initially incurred for the sole purpose of acquiring the Residence and initially incurred within twentyfour (24) months from the date of execution of the Mortgage, having an original term not exceeding twentyfour (24) months and not providing for schedule payments of principal during such term.

References are to the Internal Revenue Code of 1986, as amended, in effect on the date of execution of the mortgage and are deemed to include the implementing regulations.

  
DAVID F. WITKOWSKI

  
KATHY E. SURANE

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Property of Cook County Clerk's Office

March 10 1944

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