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DEPT-01 RECORDING

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#0817 # 13 *-91-196153

COOK COUNTY RECORDER

\$15.29

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131:6445154-748

This Mortgage ("Security Instrument") is given on **SEPTEMBER 19, 1991**.
 The Mortgagor is **MICHAEL D. TERNOIR MARRIED TO JUANITA TERNOIR**

whose address is **407 W. 116TH STREET
CHICAGO, IL 60628**

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

DEPENDABLE MORTGAGE INC.

THE STATE OF INDIANA

which is organized and existing under the law of **THE STATE OF INDIANA**, and whose address is **80 RIVER OAKS CENTER SUITE 224
CALUMET CITY, IL 60409**

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

FOURTY TWO THOUSAND NINE HUNDRED FIFTY AND NO/100-----

Dollars (U.S. \$ **42,950.00**). 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 **NOVEMBER 1, 1991**. 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 3 AND THE WEST 10 FEET OF LOT 2 IN BLOCK 4 IN JOSEPH W. WAYNES' ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTIN: 25-21-316-004 VOL. 468

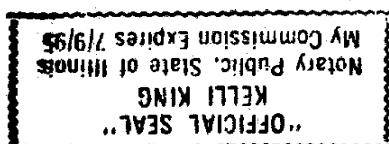
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which has the address of **407 W. 116TH ST.** CHICAGO, IL 60628
 [Street] [City]
Illinois 60628 ("Property Address");
 [Zip Code]

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 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.

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Notary Public, State of Illinois
My Commission Expires 7/9/95

A black and white illustration of a hand holding a small, crumpled envelope. The envelope has the words "MAIL TO" printed on it. The hand is gripping the bottom right corner of the envelope.

CALUMET CITY, IL 60409

CONTINUATION

do hereby certify that MICHAEL D. TERNOTIER AND JUDY JUDY TERNOTIER, HIS WIFE personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19TH day of SEPTEMBER, 1991,

My Commission expires:
This instrument was prepared by:
Property Public
Notary Public

MICHAEL D. TERNONI	Borrowser (Seal)
JANINTA TERNONI	Borrowser (Seal)
THE SOLE PURPOSE OF SIGNING THIS MORTGAGE IS	
TO PERFECT THE HOMESTEAD FOR THE SPouse(s)	
MICHAEL D. TERNONI.	
Homewer Bonwever	
(Seal)	
County ss:	
COOK	
THE LINDBERGSTEN	
STATE OF ILLINOIS.	

BY SIGNING THIS FORM, BOARDER AGREE'S AND AGREES TO THE TERMS CONTAINED IN PAGES 1 THROUGH 4 OF THIS SECURITY STATEMENT AND IN ANY ADDITIONAL EXHIBITS BY BOARDER AND RECORDED WITH IT.

Planned Unit Development Rider Other [Specify] _____

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were in a part of this Security Instrument [check applicable boxes].

¹⁹ *Waver of Homestead.* homestead waives all right of homestead exemption in the property.

17. Breach of Privacy Protection. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in preparing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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, 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 **NINETY (90) 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 **NINETY (90) 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.

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.

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Copy of the Specified (in the Principal) shall not extend or postpone the
(Page 2 of 2 pages)

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in consequence of the taking of any part of the property, or of conveyance in place of condemnation, are hereby assigned and shall be paid to the claimant in the amount of the indemnity under the Note and this security instrument, and under such proceeds to the extent of the indebtedness under the Note and this security instrument, first to any deficiency amounts applied in the order provided in Paragraph 3, and then to prepayment of principal, any application of the proceeds to the principal shall not exceed or postpone the due date of the monthly payments.

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

If Borrower fails to make these payments or if the payee fails to receive payment of any of the payments required by Paragraph 2, or fails to perform any other covenants or agreements contained in this Security instrument, or if there is a proceeding in bankruptcy, for condominium or to enforce laws or regulations, Lenders' rights in the Property (such as a power to sell it) may significantly affect Lender's rights in the Property.

Proprietary rights and implications must be honored under all circumstances in preparing reprints or other derivative works.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental

simply with the processes of the brain. It is not necessary to suppose that the processes of the brain are necessarily the same as those of the mind.

Reformulation in construction of the Persian loan words derived by the *Nofiz* technique is as follows:

The Property is vacant or abandoned or the form is in detail. Landlord may take reasonable action to protect and preserve such property as soon as possible after it is abandoned. Landlord may take reasonable action to protect and preserve such property as soon as possible after it is abandoned.

After the execution of this second measure, and soon enough to occupy the troops, as it were, a primitive and energetic
for Borrower, or unless extraordinary circumstances exist, which are beyond Borrower's control. Borrower shall notify
for Borrower to give the date of occupancy, unless the Securitization times this requirement will cause undue hardship

3. Document Preparation, Maintenance and Borrowers' Loan Application: Lenders shall supply, establish, and use the Property as Borrower's principal residence within sixty days from the date of the instrument in which the instrument is recorded.

In the event of forced closure of this Security instrument or before transfer of title to the Property the lessee waives the right to sue for damages for non-delivery of possession.

the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess payment made by the Debtor in the amount required to pay off outstanding indebtedness under the Note, and this Secuity instrument shall be paid in the manner provided before.

first to 10 days, whereas under the Note and this Security Instrument, application by Lender, at its option, either (a) to the reduction of the principal amount applicable in the order in Paragraph 3, and (b) then to prepayment of the principal shall not extend or postpone the date of payment of the principal or interest or premium of the damaged property.

in the event of loss, borrowers will be liable to lender under insurance company's terms and conditions, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be used to pay off the debt to Lender.

parents who have been separated should be given the opportunity to make their views known to the court.

shall also insure all improvements on the Property, a rental 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 the Secretary.

THIRD, to measure the number of the Note
FOURTH, to ascertain the date under which the Note
FIFTH, to have charges due under the Note.

SECOND, to any leases, specific easements, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required.

3. Application of Premiums. All premiums under Premiums 1 and 2 shall be applied by the Secretary or to the monthly charge by the account shown on the premium slip or to an insurance claim as follows:

premium insurance that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds paid to Borrower or otherwise held by Lender for the purpose of making such payment.

amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

Secrecy. Each nonentity shall have the right to receive premium at the rate of one month's premium for each month of coverage prior to the date the full annual premium is due to accumulate interest.

desirable, in any year in which the leader must pay more than one premium in the same year, the leader may instead of a monthly charge instead of a monthly charge pay a monthly premium in the second year.

should get a refund if the excess over the amount paid for the package is made by the tour operator or by the airline.

It is my firm belief that the goal of the payments held by Lenten for items (a), (b) and (c), together with the future monthly payments for such items, exceeds by more than one-sixth the present value of all other assets.

estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before each billing date.

(c) premiums for insurance coverage required by subparagraph 4.

2. Monthly payments of Taxes, Insurance and Other charges. Borrower shall induce in each monthly payment together with the principal and interest as set forth in the Note and any late charges, an instalment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or rents on the Property, and

The debt evidenced by the Note and late charges due under the Note.