91012960

LOAN #7036752 State of Illinois

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FHA Case No.

131: 623 1987 797

MORTGAGE

December 21 THIS MORTGAGE ("Security Instrument") is made on The Mortgagor is CHRISTINE M. BREYTS, Divorced Not Since Remarried and DARLENE J. CAPOLILIO, Divorced Not Since Remarried

whose address is 715 W. HILL DRIVE #2-104, HOFFMAN ESTATES, ILLINOIS 60194

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

ASTOR MORTGAGE CORPORATION OF ILLINOIS

which is organized and existing uple; the laws of

. and whose

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address is 1059 NORTH SALEM OR

SCHAUMBURG, ILLINOIS 50194

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

Forty-four thousand and NO/100-

Dollars (U.S. \$ 44,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for month's payments, with the full debt, if not paid earlier, due and payable on January 1, 2021

This Security Instrument secures to Lender: (a) the renavment 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 pecurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Noty. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

SEE ATTACHED ADDENDUM

DEPT-D1 RECORDING
14111 TRAN 5131 01/09/91 10:19:00
10118 + A *-91-012960
1000K COUNTY RECORDER

Office

PERMANENT INDEX NO. 07-16-200-056-1242

which has the address of 715 W. HILL DRIVE #2-104, HOFFMAN ESTATE Illinois [ZIP Code], ("Property Address");

(Street, 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 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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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. It Lender requires immediate payment in fuil 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.

Acceleration Clause. Borrov er 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.

CAPOLILLO, Divorced name(s) whose name(s) (cd that XMK THEY	otary Public in and for said countried and DARLENE J. ally known to me to be the sest and voluntary act, for the uses at day in person, and acknowledge do voluntary act, for the uses at day in person.	A Not Since Renced , person in the sam socied between the same socied between same and the same same same same same same same sam	YTS, Divorce instrument, app id instrument as	ot Since Remarried
	County 55:		соск	STATE OF ILLINOIS,
Aprille (Seal)	CHRISTINE M. PELZIS DARLENE J. CAROLIIL	(Seal) 13wo1108-		
Instrument and in any rider(s)	e terms ec nu ined in this Security			Witnesses: BY SIGNING BELOY
nd recorded together with this and supplement the	ers are executed by Borrower as corporated into and shall amend in a part of this Security Instrum	it one or more tid such rider de die he in si if the rider(s) vere	insmurtent ythu enants of each enemurtent ythi	Riders to this Seciality Instrument, the coand agreements of this Secuand and agreements of this Secuand
SIXTY DAYS 9, shall be deemed conclusive conder when the unavailability	form the payment in from the information of all of all of all of all occepts and the note secured therefore the note secured therefore in may not be exercised by large insurance premium to the	Paragraph 9, require of the vorized agent of the his Security Instrum is to regoing, this	ni ganthuagail aca yna lo mam i oruan o gaini i oruan o gaini gaibaatshiwtoW	Instrument. A written state from the date hereof, decl proof of such ineligibility.

"OFFICIAL SEAL"

Notery Public, State of Illinote
My Commission Expires 12/30/92

DOWNERS GROVE, ILLINOIR CORPORATION TO: MILWEST FUNDING CORPORATION 1020 31ST STREET, SUITE 401

COOL 31ST STREET, SUITE 401

COOL 31ST STREET, SUITE 401

COOL 31ST STREET, SUITE 401

Office

Each monthly installment for items (a), (b), and (c) share equal one-to-elfite 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 Development or his or her designee. 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 Yot):

If Borrower tender, 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 had 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 (evaluining 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 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, lencehold 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. Borrover shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, 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 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 casuals in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice of 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 of any proof 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 prepare ent 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 Security Instrument shall be paid to the entity legally entitled thereto.

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.

- 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.
- 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 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 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.

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. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which

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 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 Walves, If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not waive its rights with respect to subsequent events.

(d) Regulation: of AUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorite as electration or foreclosure if not permitted by regulations of the Secretary.

Upon reinstatement by Borrower, his Security and manage to obligations that it secures a shall remain in effect as if Lender bad not required immediate payment in ful., Ho vever, Lender is not required to permit reinstalement if: (i) Lender has accepted reinstalement if: (ii) Lender has accepted reinstalement after the commencement of force osure proceedings within two years immediately preceding the commencement of a current forcelosure proceeding, (ii) reinstalement will preclude forcelosure on different grounds in the future, or (iii) of a current forcelosure proceeding, (ii) reinstalement will adversely affect the priority of hy lien created by this Security Instrument. 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 reiner to the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current necluling, to the extent they are obligations of Borrower under this Security Instrument, to bring Borrower's account current necluling, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and cust, on my attorneys' fees and expenses properly associated with the foreclosure proceeding.

any right or remedy. of amortization of the sums secured by this Security inserts and the standard by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrow. To Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest of reluse to extend time for payment or otherwise modify amortization to commence proceedings against any successor in interest of reluse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any der nand made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

12. Successors and Assigns Bound; Joint and Several Liability; C.-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 who co-signs this Security Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only te mortgage, grant and convey that Borrower's 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, torbest or make any accommodations with regard to the term of this Security Instrument or the sorted, modify, torbest or make any accommodations with regard to the term of this Security Instrument or the sorted, modify, torbest or make

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 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument address stated herein or any address Lender designates by notice to Borrower. Any notice provided in this furtification.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law antity c law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Yote which can be given with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Yote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Vate are declared to effect without the conflicting provision. To this end the provisions of this Security Instrument and the Vate are declared to

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

assignment for additional security only. Borrower authorises Lender's agents to collect the tents and revenues and hereby directs each tenant of the Property to pay the rents to Lender a sagents. However, prior to Lender's notice to Borrower of Borrower's breach of any covernant or agreement in the Security Instrument, Borrower shall collect and receive all tents and revenues of the Property as trustee tor the benefit of Lender and Borrower. This assignment of tents constitutes an absolute assignment and not an assignment for additional sequent. 16. Assignment of Rents, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property.

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 tents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of tents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Loan #7036752

FHA Case No. 131: 623 1987 797

CONDOMINIUM RIDER

the Mortg	CONDOMINIUM RIDER , 19 age, Deed of Trust or Sec (r'') to secure Borrower's	90 , and is incurrity Deed (''Securi	21st corporated into and sl ty Instrument'') of t	nall be deemed to amend he same date given by	day or d and supplement the undersigned
worroa")			ORATION OF ILLI	NOIS	
	v. Address includes a unit	715 W. HILL DI FMAN ESTATES, Proper	RIVE #2-104 ILLINOIS 60194 () Address)		
project kii		HIGHLAND CROSSI	NG CONDOMINIUM		
Associatio	inium Pregra"). If the own") holds (.0e 12 property interest in the Owners A	ners association or of for the benefit or us	se of its members or s	hareholders, the Prope	erty also includes
	DOMINIUM COVENANT and Lender further coven			ments made in the Sec	urity Instrument.
	so long as the Owners Assor "blanket" policy insumprovements now existing and provides insurance coverage including fire and other has the extent required by the Sonstrument for the monthle hazard insurance on the Proposition of the Owners Association hazard insurance coverage hazard insurance proceeds the condominium unit or to and shall be paid to Lenden excess paid to the entity learners.	iring all property so or hereafter erected erage in the amounts azards that ded with Secretary profit (i) Leoperty, and (ii) Forro Property is deer led so policy. Borrower's and of any loss of in lieu of restoration the common element for application to gally entitled theret	subject to the conde on the Property, and, for the periods, and an the term "extende ender waives the prover of one-twelfth of the wer's obligation under trisfied to the extent thall give Lender pro- curring from a hazar at our repair following ats, any proceeds pays the same secured by	ominium documents, such policy is satisfact against the hazards Le ed coverage," and loss ision in Paragraph 2 of the yearly premium instruction that the required coverampt notice of any lapsed. In the event of a dealoss to the Propertiable to Borrower are he this Security Instruments	including all ory to Lender nder requires, s by flood, to f this Security stallments for aintain hazard ge is provided se in required istribution of y, whether to creby assigned ent, with any
i	Borrower promises to pay Emposed by the Owners A	ssociation, as provid	led in the condomin	ium documents.	
8 8	f Borrower does not pay Any amounts disbursed by ecured by the Security Inst mounts shall bear interest interest, upon notice from	Thender under this trument. Unless Boro from the date of d	paragraph C shalt b rower and Lender ago isbursement at the N	come additional debt rie to other terms of pa lote riar and shall be j	of Borrower ayment, these
BY SI Rider. Christini	GNING BELOW, Borrow	er accepts and agree (Seal)	s to the terms and pro	J. Capet.	is Condominium (Seal)
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+		Borrower -			(Seal) -Borrower
	ı	pace Below This Line R	eserved for Acknowledgn	nent[

ATTACHED ADDENDUM

Unit No. 2-104 in Highland Crossing Condominium, as delineated on a Plat of Survey of a portion of that part of the Northeast 1/4 of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit C to the Declaration of Condominium Ownership for Highland Crossing add on Condominium and of Easements relating to unconverted area, recorded in Cook County, as Document No. 25609760 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

ALSO:

Rights and eisements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforement oned Declaration as amended and the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.