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SUBURBAN METRO MORTGAGE CORPORATION 1375 E. WOODFIELD ROAD W250 SCHAUMBURG, IL 60173

91140333

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LOEN # 7141731

FHA Case No.

131-6305551 79

State of Illinois

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on The Mortgagor is LIBA A. SCHROEDER, A SPINSTER

DEPT-NT NE PORBBINS 91 . \$
T49555 TRAN 7538 03/28/91 11:30
48433 TE #-->1-14033
COOK COUNTY RECORDER

whose address is 508 ROSE AVENUE

ADDISON IL 60101

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

BUBURBAN METRO MONTGAGE CORPORATION,

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

, and whose

which is organized and existing under the laws of THE STATE OF ILLINOIS address is 1375 E. WOODFILD ROAD #250, SCHAUMBURG, IL 60173

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

Sixty four Thousand Five landred and no/100

Dollars (U.S. \$ 64,500.00). This cebt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly oayments, with the full debt, if not paid earlier, due and payable on April 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 5 curity 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 (n

Cook County, Illinois:

SEE ATTACHED SCHEDULE "A" PTW 07-08-101-019-1254 Olyny (3.140333 7

which has the address of Blinois 60195

1749 BRISTOL WALK, NOFFMAN ESTATES

[ZIP Code], ("Property Address");

(Street, City),

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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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. Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated

of payments required to pay such items when due, and it payments on the Mote are curtent, then Lender shall either return to 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. of payments required to pay such items when due, and if payments on the Note are current, then Lender shall cither refund 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.

by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium with Lender one month premium stall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month 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 the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her

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 believe remaining for all installments for items (a), (b), and (c). If Borrow at ynders 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

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

First, to the mortgage ins nance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage in urance premium, unless Borrower paid the entire mortgage insurance premium when this

Second, to any taxes, special assessiments, leasehold payments or ground rents, and fire, flood and other hazard insurance Security Instrument was signed;

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.

In the event of loss, Borrower shall give Lender immediate noise by mail. Lender may make proof of loss if not made 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 parable to flavor of, and in a form acceptable to, Lender. insure all improvements on the Property, whether now in exis ence or subsequently erected, against loss by floods to the extent existence or subsequently erected, against any hazares, exqualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, Borrower shall also 4. Fire, Flood and Other Hazard Insurance. Serrower shall insure all improvements on the Property, whether now in

paid to the entity legally entitled thereto. of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under inc Mite and this Security Instrument shall be any delinquent amounts applied in the order in paragraph 3, and then to pre layment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the ordinicipal shall not extend or postpone the due date promptly by Borrower. Each insurance company concerned is hereby at thorized 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 its option, either (a) to the reduction of the indebteness under the Note and this Security Instrument, first to by Lender, at its option, either (a) to the reduction of the indebteness under the Note and this Security Instrument, first to

indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the

Lender agrees to the merger in writing. the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shanned be merged unless 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 tranonable action to protect and preserve such vacant or abandoned Property. If this Security Instrument is on a leasehold, Borrower shall comply with the preserve such be lease to the lease of the le 5, Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit whiste or destroy, damage or

request Borrower shall promptly furnish to Lender receipts evidencing these payments. the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's 6. Charges to Borrower and Protection of Lander'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

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. If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants

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.

Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Any application of the process to his principal shall massestend to postpare the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary,
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (i) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her primary 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 Scrietary.
 - (c) No Waiver, it 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 116 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 a celeration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatement. Borrower Las 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 customar atterneys' 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 cepted reinstatement after the commencement of secolosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) leinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority or the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender lot 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 reador of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising pay 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-Signery, 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 the range 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 this Security Instrument or the Note vithout 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 purgraph.
- 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 of 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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subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that a her signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 20th day of March Wy Commission expires 8 9 Wy Commission expires 9 9 Wy Commission expires 9 9 Wy Commission expires 118/91
STATE OF ILLINOIS, I, The mand for said county and state do hereby certify that Lish A. schroeder, A spinster,
Horrower (Seal) LASA A. SCHROEDER, A SPINSTER BORROWER ' borrower Borrowe
Witnesses: (Geal) (Geal)
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.
Condominium Rider Adjuran le Rate Rider Craduated Payment Rider Other
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. [Check applicable box(es)]
its option and constituted and the security from the Secretary dated subsequent in full of all sums secured by this Security Instrument. A written statement of any a the security instrument and netweether statement of any a the security instrument and the net secured thereby, shall be deemed conclusive from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such incligability. 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.

Acceleration Clause. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible

Office

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

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

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

17. Poreclosure 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.

NON-DNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

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Schedule A

That part of the West Half of Section 8, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois. Bounded by a line, described as follows:

Commencing at a point on the North Easterly line of relocated Higgins Road as dedicated according to Document Number 12647606, 371.64 feet (as measured along the North Easterly line of Higgins Koad aforesaid) North Westerly of the point of intersection of said North Easterly line of Higgins Road with the East line of the South West Quarter of said Section H, said point being also the intersection of the North Easterly ling of relocated Higgins Road, aforesaid, and the center line of that essement known as Huntington Houlevard, as described in the Declaration and Grant of Easement recorded May 8, 1970 as Document Number 2:154392; thence North East and having a radius of 300.00 feet, a distance of 219.927 feet, arc measure, to a point of tangent; thence Nort's 1 degress 36 minutes 05 seconds Wast, 100.00 feet to a point of curve; thence North and West along a curved line convex to the South West and having a radius of 300 feet, a distance of 297.208 feet, arc measure, to a point of tangent; thence continuing along the center line of said easement North 05 degress 09 minutes 40 seconds East, 542 183 feet; thence leaving the center line of said easement for Huntington Boulevard, North 84 degrees 50 minutes 20 seconds West, 786.90 fant; thence South 05 degrees 09 minutes 40 seconds West, 215.0 feet; thence North 84 degrees 50 minutes 20 seconds West, 195.33 feet to a point on a line described as running from a point on the South line of the West Half of the North West Wuarter of said Section B, which is 306.65 feet West of the South East corner thereof and running Northerly 1564.77 feet to a point which is 444.55 feet West, as measured at right angles, of the East line of the West Half of the North West Wucrter of Section 8, aforesaid; thence South along the last described line of said line extended South, 581.775 feet to a point on the North Easterly line of relocated Higgins Road, as aforesaid; thence South 74 degrees 41 minutes 56 seconds East along the North Easterly line of said road, 1245.00 feet to the point of commencement (except that part falling in Huntington Houlevard as described in Declaration and Grant of Easement recorded May 8, 1970 as Document Number 21154392) all in Cook County, Illinois; which survey is attached to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Hilldale Condominium Association made by American National Bank and Trust Compa of Chicago, a National Banking Association,, as Trustee u/t/a dated November 30,197 and known as Trust No. 45354, recorded in the Office of the Recorder of Deeds of Co County, Illinois, as Document No. 25211897; together with its undivided percentage interest in the Common Elements.

PIN#07-08-101-019-1254

UNOFFICIAL GOPY 3 3

Loan # 7141751

FHA Case No. 131-6305551_797

CONDOMINIUM RIDER

THIS CO	NDOMIN	IUM RIDER is m			21 a t		day of
	March			orporated into and sh			
the Mortgage,	Deed of	Frust or Security	Deed ("Securit	y Instrument'') of t	he same date	given by the	andersigned
("Borrower")	to secure	Borrower's Note	e to				

SUBURBAN METRO MORTGAGE CORPORATION,

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

1749 BRISTOL WALK, HOFFMAN ESTATES, IL 60195 [Property Address]

The Property A ldress includes a unit in, together with an individual interest in the common elements of, a condominium project known as:

HILLDALE CONDOMINIUM ASSOCIATION

[Name of Condominium Project]

("Condominium Frozer"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Cyners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COMMANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners A sociation maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in he amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, "arn: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Parrawer's obligation under this Paragraph 4 to maintain hazard insurance coverage on the Property is deened satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occarring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the saras secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note recound shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal)

9114033;