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---- |Space Above This Line For Recording Data) -FHA Case No. LOAN #7175566 State of Illinois 131: 632 2878 734 MORTGAGE THIS MORTGAGE ("Security Instrument") is made on April 4 , 19 91 . The Mortgagor is JAMES B. CROWE, A Bachelor 17 19 N. WELLS #208, CHICAGO, ILLINOIS 60614 whose address is , ("Borrower"). This Security Instrument is given to WINDSOR MORTGAGE, INC. , and whose which is organized and existing under the laws of ILLINOIS 999 WAUKEGAN PCAD address is ("Lender"). Borrower owes Lender the principal sum of GLENVIEW, ILLINOIS 60025 Thirty-six thousand five hundred and NO/100------Dollars (U.S. \$ 36,500.00). This lebt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for month'y payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced May 1, 2021

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 Notz. For this purpose, Borrower does hereby mortgage, grant and

SEE ATTACHED ADDENDUM.

JUNIX CLORA'S OFFICO 900

County, Illinois:

PERMANENT INDEX NO. 14-33-414-044-1008

convey to Lender the following described property located in

which has the address of Illinois 60614

1749 N. WELLS #208, CHICAGO [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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19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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

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.

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

NOFFICIAL-CO DOMNERS CROVE, ILLINOIS 6051 Any application of the process to the principal shall not exclude the che cate 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 Socretary.
- (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 c. H'ID Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment cefaults 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.
- 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 anorneys' 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 fereclosure 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 Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrumen, 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-Sirvers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bourd ver, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Forrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of 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 'av 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.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would

on or before the date the item becomes due. is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount

by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated

balance due on the Note. 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 premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment 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 As used in this Secutity Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her

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

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 when this 3. Application of Payracents, All payments under paragraphs I and 2 shall be applied by Lender as follows:

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

bremiums, as required;

Fourth, to amortization of the principal of the Note; Third, to interest due under the Note;

Fifth, to late charges due under the Note.

insure all improvements on the Property, whether now in character of subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be earried with companies approved by Lender. The insurance policies and any remewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender. existence or subsequently erected, against any hazards, sagualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the arioi nts and for the periods that Lender requires. Borrower shall also 4. Fire, Flood and Other Hazard Insurance. To rower shall insure all improvements on the Property, whether now in

paid to the entity legally entitled thereto. proceeds over an amount required to pay all outstanding indebtedness under the eard this Security Instrument shall be of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess msurance or repair of the damaged Property. Any application of the proceeds to the prir sipal shall not extend or postpone the date any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration by Lender, at its option, either (a) to the reduction of the indebtedness unler the Note and this Security Instrument, first to promptly by Borrower. Each insurance company concerned is herery cuthorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All o, any part of the insurance proceeds may be applied In the event of loss, Borrower shall give Lender immediate no ice by mail. Lender may make proof of loss if not made

indebtedness, all right, title and interest of Borrower in and to insurance policies in fo ce 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. substantially change the Property or allow the Property to deteriorate, reasonable wear and teat everoted. Lender may inspect 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 leaschold, borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leaschold and fee title shall not be merged unless that the provisions of the lease. If Borrower acquires fee title to the Property, the leaschold and fee title shall not be merged unless that the lease. 5. Preservation and Maintenance of the Property, Leaseholds, Borrower shall not contain waste or destroy, damage or

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

request. Borrower shall promptly furnish to Lender receipts evidencing these payments. charges, lines 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. It failure to pay would adversely affect Lender's interest in the Property, upon Lender's

of taxes, hazard insurance and other items mentioned in paragraph 2. do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment in the Property (such as a proceeding in bankruptey, for condemnation or to enforce laws or regulations), then Lender may and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants

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

JNOFFICIAL 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 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 PARCEL 1: UNIT NO. 208 IN KENNELLY SQUARE CONDOMINIUM AS DELINEATED ON A SURVEY DE THE FOALDWING DESCRIBED, REAL ESTATE: PART OF THE SQUINEAST 1/4 OF THE SOUTHFAST 1/4? AND OF CERTAIN LOTS IN EDSON'S SUBDIVISION OF LOT 11 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION RECORDED AS DOCUMENT NO. 25156051, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: GRANTOR ALSO HEREBY GRANTS TO GRANTEE, HIS, HER OR THEIR SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID REAL ESTATE SET FORTH IN THE AFORESAID DECLARATION, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING REAL ESTATE DESCRIBED THEREIN.

A Property of Cook County Clerk's Office

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Loan #7175566

FHA Case No. 131: 632 2878 734

CONDOMINIUM RIDER

THIS CO	NDOMINIUM RIDER is made th	his 4th	day o
April	, 19 91	, and is incorporated into and shall be de	
the Mortgage,	Deed of Trust or Security Deed	d ("Security Instrument") of the same	date given by the undersigned
("Borrower")	to secure Borrower's Note to		

WINDSOR MORTGAGE, INC.

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

1749 N. WELLS #208
CHICAGO, ILLINOIS 60614
[Property Address]

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

KENNELLY SQUARE

[Name of Condominium Project]

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

CONDOMINIUM COVENANTS. 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 Association 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 the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards within the term "extended coverage," and loss by flood, to the extent required by the Secretacy, then: (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) Fortower's obligation under this Paragraph 4 to maintain hazard insurance coverage on the Property is dee ned 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 of the Property from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration of 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 same 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 shair 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 rate and 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 ontrined in this Condominium Rider.

(Seal)

JAMES B. CROWE

(Seal)

(Seal)

(Seal)

(Seal)

(Borrower

(Seal)

(Borrower

-- [Space Below This Line Reserved for Acknowledgment] --

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