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DEPT-01 RECORDING

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- COOK COUNTY RECORDER

FHA MORTGAGE

FMC # 013232-8

FHA CASE NO.

131:6381217-703

STATE OF ILLINOIS

_ This Mortgage ('Security Instrument') is given on JUNE 7

, 19 91

The Mortgagor is

JOHN R. GREER IV, A BACHELOR AND SUSAN E. METHVEN, A SPINSTER

whose address is 10214 W. FYACINTH, ORLAND PARK, ILLINOIS 60462

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

FLEET NATIONAL BANK
which is organized and existing under the laws of the UNITED STATES OF AMERICA
address is

, and whose

11200 W. PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224

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

NINETY NINE THOUSAND NINE HUNDRED SEVEN AND NO/100

Dollars (U.S.\$ 99,907.00

).

This debt is evidenced by Borrower's note dated the same date as this Secu ity Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable of JUNE 1, 2021

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby more gar, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 24 IN BLOCK 7 IN "ORLAND HILLS GARDENS" UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST ONE-QUARTER OF SECTION 9, AND PART OF THE NORTH ONE-HALF OF THE NORTH WEST ONE-QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1958 AS DOCUMENT 17 226 536 IN COOK COUNTY, ILLINOIS.

[Street]

PIN: 27-09-307-024

which has the address of 10214 W. HYACINTH

ORLAND PARK

[City]

Illinois

60462

("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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18068 SOUTH CANDENNY AVE. Morigage Corp 16/22/OF SEMPRE HO MOT KLAMOM JOH U NOO AM NOTARY PUBLIC, STATE OF ELLINO THE COMPANY OF COSABOR SWOH YELL OFFICIAL SEAL 16-66-0 ad and official seal, this free and voluntary act, for the uses and puposes therein THEIR as teamentani bias edi berato the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same personally known to me to be the brook couly that JOHN R. GREER IV, A BACHELOR AND SUSAN E. METHVIAL A SPINSTER THE UNDERSIGNED County st.: STATE OF ILLINOIS,

, same bone transco bies not bone at viking transon a , DOTTOWER (las2) Borrower (Seal) SUSAN E. METHVEN, A SPINSTER POLLOWER (Seal) Borrower BACHE**FOR** лони и свеев іл (Seal)

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merrower and recorded stith it. BY SIGNING BELOW, Bor ower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) Graduated Payment Rider Planned Unit Leve opment Rider

Growing Equity Rider Adjustable Rate Rider Condominan Rider

the testile Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument and supplement the coverants and single coverants of this Security Instrument. [Check applicable box(es)].

bernad conclusive proof of such including the foregoing, this option may not be enercised by Lender ability of insurance is solely due to Lender's failure to recuit a mortgage insurance premium to the Secretary. from the date hereof, declining to insure this Security Instrument and the note secured SYAC YTXIE OF in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require SYAC YTXIS e that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing

med. Borrower waives all right of homestead exemption in the Property.

36. Belease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Berrower. Borrower shall pay any recordation costs.

.aou we Preceding. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security in-licial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees is evidence.

NON-EMBORN COVENANTS. Borrower and Lender further covenant and agree as follows:



- 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.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional 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 payment of the entire mortgage insurance premium, then each monthly payment shall also include entire; (i) at 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 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 morthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the No's.

If Borrower tenders to 1 enter the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance recogning for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

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, reschold 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 we:

4. Fire, Flood and Other Hazard Insurance. Borrower 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 reriods that Lender requires. Borrower shall also insurance 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 approve 1, Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by ma I. 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 or any part of 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 prepayment 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 Frenerty that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass in 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. Cender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable as dion to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall cor.pl) with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merge collections. 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. 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 proceeds over an amount required to pay all outstanding in-debtedness 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.

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Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to grower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents as not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property all terminate when the dobt secured by the Security Instrument is paid in full.

morrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower. (a) all rents receive all tents only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to Lender and receive all the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent of the tenant.

nd security only. Moreover of Rents. Borrower unconditionally assigns and transfers to Lender all the (e)ts and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby "trevts each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Rourower's breach of any coverant in the Security Instrument, Borrower shall collect and receive all rents and revinate to the Property as trustee for the Borrower. This assignment of rents constitutes an absolute assignment and an assignment for

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

Counting Law; Severability. This Security Instrument shall be gove as I by Federal law and the law of the jurisdiction in which can be conflicts with appropriate its focated. In the event that any provision of this Security Instrument or the Note which can be given effect with a such conflicting provision. To this end the provisions of this Security Instrument and the Note which can be given effect with the same conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be also and the same declared to be a same conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be

Before. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by dense ment unless applicable law requires use of another method. The notice shall be directed to the Property Address or any address Derrower designates by notice to Borrower Any notice provided for in this Security Instrument shall be given by first class mail to Lender's address and heave been given by notice to Borrower Any notice provided for in this Security Instrument shall demand to have been given to Lender when given we are provided in this paragraph.

The descriptions and Anigns Bound; Lovat as all Beveral Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successor, a and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be join and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that Borrower's interest in Instrument; and (c) agrees that Lender and any o'ner Borrower may agree to extend, modify, forbear or make any agrees that Lender and any o'ner Borrower may agree to extend, modify, forbear or make any accounts.

Bi. Bestewer Net Lyby set; Forbestenes By Lender Net a Waiver. Extension of the time of payment or modification of methods of the sums secure of by this Security instrument granted by Lender to any successor in interest of Borrower or Borrower's successor in interest. Lender shall not be required to the sums secured by this Security instrument by reason of any demand made by the original Borrower's successors in interest. Any forbear in instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbear in Borrower or Borrower's secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's secured by this Security in instrument by reason of any demand made by the original Borrower or Borrower's secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's secured by this Security instrument.

w's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure we instituted. To reinstate the Security Instrument, account due under the Security Instrument, account current including, to the extent they are obligations of Borrower under this Security Instrument, and responselvent under this Security Instrument, and responselvent including, to the extent they are obligations of Borrower under this Security Instrument, and responselvent that the secures shall remain in full. However, Lender is not required to permit reinstantent if; (i) Lender has a reinstatement by Borrower, this Security Instrument and the objections that it secures shall remain in full. However, Lender is not required to permit reinstantent if; (i) Lender has a remain of connencement of foreclosure proceedings within two years immediately preceding the remaint of connencement of foreclosure proceedings within two years immediately preceding the commencement of connecessing (iii) reinstatement of conclosure proceedings within two years immediately preceding in the commencement of connecessing file in created by this Security Instrument.

(d) inegularises 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. (c) No Walves. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not walve its rights with respect to subsequent events.

(ii) The Property is not occupied by the purchaser or gransee as his or her primary We assemble<mark>y relidence,</mark> or the purchaser of the Secretary of the requirements of the Secretary of the Cocretary of the Cocre

Subsett Creek Approver, course the sums secured by this Security Instrument in:

(3) All or part of the Property is otherwise transferred (other than by Aristothe Aristothe) by the Bogrower, and

(3) All or part of the Property is otherwise transferred transferred to a stander as his or her primary McMentales relationse, or the purchaser or out Crout Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, requirement in full of all the sums secured by this Security Instrument if:

(ii) Borrower detaults by failing, for a period of thirty days, to perform any other obligations contained in this Security

(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

me. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaulte, require to payment in full of all sums secured by this Security Instrument if: