State of Illinois

MORTGAGE

FHA Case No.

1316403624703

61200258

MINISTED STATES

A.T.G.F. BOX 370

THIS MORTGAGE ("Security Instrument") is made on

June 27th. 1991

The Mortgagor, is.

MICHAEL D. SHEENEY, BACHELOR AND LISA ANN LORENZI, SPINSTER

whose address is

1860 LINDEN AVE

HANOVER PARK, IL 60103

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

MARGARETTEN & COMPANY, INC.

which is organized and existing under the laws of address is One Ronson Road,

the State of New Jersey

, and whose

One Ronson Road, Iselin, New Jersey, 08830

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

One Hundred E.g. Thousand, Fifty- Five and 00/100

Dollars (U.S. \$ 108,055,00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

July 1st, 2021 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all rene as, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property is ated in

COOK County, Illinois:

OUNT

LOT 19 IN BLOCK 8 OF HANO'ER PARK FIRST ADDITION BEING A SUB-DIVISION OF THE NORTH 100 ACKES OF THE NORTH EAST 1/4 OF SEC-TION 36, TOWNSHIP 41 NORTH, PANGE 9, EAST OF THE FHIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PIN #06-36-202-019-0000

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> > 71329077

which has the address of

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440160

1860 LINDEN AVE HANOVER PARK, IL 60103

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.

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.

ILLINOIS FHA MORTGAGE MAR-1201 Page 1 of 4 (Rev. 3/90) : Replaces MAR-1201 Page 1 of 4 (Rev. 11/89)

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MAR-1201 Page 2 of 4 (Rev. 11/89) MAR-1201 Page 2 of 4 (Rev. 3/90) HEINOIS LHY WOKLCYCE

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Instrument shall be paid to the entity legally entitled thereto.

such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts to the extent of the full amount of the indeptedness that temains unbaid under the Note and this Security Instrument. Lender shall 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 T. Consequention of Incorde, of any award or claim for damages, direct or consequential, in connection with any condemnation

immediately due and payable.

Instrument. These amounts shall bear inferest from the date of disbursement, at the Note rate and at the option of Lender, shall be

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and he secured by this Security

other items mentioned in Paragraph 2. necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and (such as a proceeding in bankrupicy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is assecinents contained in this Security Instrument, or there is a legal proceeding that in a significat Lender's rights in the Property

shall prompily turnish to Lender receipts evidencing these payments. which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender Borrower

chargess fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligation of ime directly to the entity Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all sovernmental or municipal

acquires fee title to the Property, the leasthold and fee title shall not be merged unless Lender and to the merger in writing. abandoned property. It this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the Secretarion and Maintenance of the Property; Lesseholds. Borrower shall not to an eace of destroy damage of substantially

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

underline Mote and this Security Instrument shall be paid to the entity legally in the difference. 15 2, or change the amount of such payments. May excess insurance proceeds over a unount required to pay all outstanding indebtedness ordering Paragraph 31 and the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph of the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph (a) to the reduction of the indebtedness under the Note and this Search instrument, first to any delinquent amounts applied in the instead of 10. Borrower and to Lender Jointly. All or any part of the instrance proceeds may be applied by Lender, at its option, either

by Borrower. Each insurance company concerned is hereby such or led and directed to make payment for such loss directly to Lender, In the event of loss, Borrower shall give Lender immediat . . . ice by mail. Lender may make proof of loss if not made promptly shall include loss payable clauses in favor of, and in a form a cptable to, Lender.

insurance shall be carried with companies approved by to not insurance policies and any renewals shall be held by Lender and on: the Property, whether now in existence or subsequent! Frecised, against loss by floods to the extent required by the Secretary. All insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements 4. Fire Flood and Other Hazard Insurance. John over shall insure all improvements on the Froperty addition in existence or the Froperty addition in existence or the Froperty addition in existence.

TRAH 3654 07/03/91 09:35:00 Fifth, to late charges due under the Mare 等 4.015种 *-91-329077 Fourth, to amortization of the pri ciral of the Note; COOK COUNTY RECORDER Third, to interest due under the New,

as required; Second, to any taxes, special assements, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums,

was signed;

of the monthly mortgage in a nace premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument titlet to the mortgage in ansuce premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead 3. Application of threats. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

all installments for it . re (a), (b) and (c) to a foreclosine safe of the Froperty or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender

If Borrower lenders to Lender the full payment of all sums seemed by this Security Instrument, Borrower's account shall be credited equalito one-twellth of one half percent of the outstanding principal balance due on the Note premium is due to the Secretary of it this Security Instrument is held by the Secretary, each monthly charge shall be in an amount to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance Instrument is need by the Secretary Each monthly installment of the mortgage insurance premium shall be in an amount sufficient premiumico be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security

mortgage insurance premium, then each monthly payment shall also include cither; (1) an installment of the annual mortgage insurance insurance premium, it this Security Instrument is or was insured under a program which did not require advance payment of the entire Most Security, instruments insured by the Secretary are insured under programs, which require advance payment of the entire mortgage. As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development of his or her designee.

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

Lender anali hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent. amounts for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual Higher monthly installment for items (a), (b) and (c) shall equal one-twellth of the annual amounts, as reasonably estimated by Lender,

8. Fees. Lender may collect fees and charges authorized in Section 7.

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 Secretary.

 (e) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- 10. Reinstatemer. For over 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 Society Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent hey are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and tax places properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that the secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit remain the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or more reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower not Released; Forbearance by Londer not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time the 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 Lability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Let der and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. At y Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pry the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for benefit 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 Federa! law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and receives 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 commant 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.

17. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to sixty (60) days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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