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FHA MORTGAGE

STATE OF ILLINOIS

FMC#021754-2

FHA CASE NO.

131-6442464-703

This Mortgage ("Security Instrument") is given on **JULY 19, 1991**
The Mortgagor is **LEONARD W. FEIL, A BACHELOR AND DEBRA M. HEINISCH, A SPINSTER**

whose address is **14821 RICHMOND, POSEN, ILLINOIS 60469**

: DEPT-01 RECORDING 513-27
: 164444 TRAN 5836 07/20/91 10:18:00
: 40814 4 D *-71-365089
: COOK COUNTY RECORDER

FLEET NATIONAL BANK

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

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** and whose
address is **11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224**

"Lender"). Borrower owes Lender the principal sum of
SIXTY TWO THOUSAND FIVE HUNDRED NINETY ONE AND 00/100
Dollars (U.S.\$ **62,591.00**).
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 **AUGUST 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 mortgage, grant and convey to Lender the
following described property located in **COOK** County, Illinois:

LOT 5 IN BLOCK 2 IN POSEN ACRES RESUBDIVISION OF PART OF LOTS 3, 5,
AND 6 IN POSEN ACRES A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12,
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
NORTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF
RECORDED AS DOCUMENT 17125206, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 28-12-309-018

First American Title Order #

which has the address of **14821 RICHMOND** **POSEN**
[Street] [City]
Illinois **60469** ("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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(page 4 of 4 pages)

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies provided by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security instrument and any rider(s) executed by Borrower and recorded with it.

Witnessed by _____
Witness _____
LEONARD W. FEIL, A BACHELOR
Borrower
(Seal)
LEONARD W. FEIL, A BACHELOR
Borrower
(Seal)
DEBRA M. HEINISCH, A SPINSTER
Borrower
(Seal)
STATE OF ILLINOIS.
County ss:
County Clerk _____
Borrower
(Seal)
Given under my hand and official seal, this 19th day of January 1991.

To the foregoing instrument appeared before me this day in person, and acknowledged that THEY personally known to me to be the same person(s) whose name(s) subscribed thereto,
signed and delivered the said instrument as THEIR
free and voluntary act, for the uses and purposes herein set forth.

This instrument was prepared by:
My Commission expires:
Fleet Mortgage Corp.
1793 SOUTHBESTWOOD
PAUL D. HARRIS NAMS
HOMEBUILDING ILLINOIS 60430

NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC EXPIRES 10/27/93
OFFICIAL SEAL
MURSEEN VANDER
NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC EXPIRES 10/27/93

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Check applicable box(es).
Condominium Rider Graduated Payment Rider Growing Equity Rider
 Planned Unit Development Rider Other [Specify]

Covered by this instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were in a part of this Security instrument.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies provided by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security instrument and any rider(s) executed by Borrower and recorded with it.

Witnessed by _____
Witness _____
LEONARD W. FEIL, A BACHELOR
Borrower
(Seal)
LEONARD W. FEIL, A BACHELOR
Borrower
(Seal)
DEBRA M. HEINISCH, A SPINSTER
Borrower
(Seal)
STATE OF ILLINOIS.
County ss:
County Clerk _____
Borrower
(Seal)
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signed and delivered the said instrument as THEIR
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NOTARY PUBLIC, STATE OF ILLINOIS
NOTARY PUBLIC EXPIRES 10/27/93

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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, or a beneficial interest in a trust owning all or part of the Property, is sold or 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 principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No 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.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within SIXTY 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 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.

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 attorneys' 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 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 (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender; 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 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-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower'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 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 terms 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 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 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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principal. Any application of the proceeds to the principal shall not exceed or postpone the due date of the monthly instalments first to any deficiency amounts applied in the order provided in Paragraph 3, and then to payment of Securitised Instruments. Leader shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument. Leader shall be paid to the extent of any part of the Property, or for conveyance in place of documentation, or by beneficiary assignment with any option of Leader.

7. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any option of Leader, shall be immediately due and payable.

Any amounts disbursed by Leader under this Paragraph shall become an additional debt of Borrower and be accrued in each monthly instalment of Taxes, unless otherwise specified in Paragraph 2.

Leader may do and pay whatever is necessary to protect the value of the Property and Leader's rights in the Property, including paying in bankruptcy, for condemnation or to enforce laws or regulations, Leader's rights in the Security Instrument, or to legal proceedings which may affect covenants and agreements contained in this Security Instrument, or where a lease is to perform any other

If Borrower fails to make timely payments of the payments required to pay debts to beneficiaries in the Property, upon Leader's request Borrower shall promptly furnish to Leader notice of the payment due and time of non-accrual charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on the time directly to the entity which is owed the payment. If failure to pay would adversely affect Leader's interests in the Security Instrument, or to legal proceedings which may affect covenants and agreements contained in this Security Instrument, or to perform any other

6. Changes to Borrower and Lender and imposition that are not included in Paragraph 2. Borrower shall pay all government

be merged unless Leader agrees to the merger in writing.

comply with the provisions of the Note. If Borrower acquires fee title to the Property, the lessee shall not

Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold Borrower's information in connection with the loan evidences by the Note, including, but not limited to, provide Leader with any material

matters relating to acquisition of items to Leader, including the loan amount and the date of payment, or failed to provide Leader with any material

property or allow the abandoned property. Borrower may take reasonable action to place it and prevent the

Property or otherwise to deteriorate, reasonable wear and tear excepted. Leader may "fix" the Property or

Leader's of any excessive, unless circumstances dictate. Borrower shall not commit waste or destroy. Borrower shall notify

for Borrower, or unless after the date of occupancy, unless circumstances dictate, Leader may take reasonable steps at least one year after the date of occupancy to occupy the Property. Borrower's principal residence days thereafter the execution of this Security instrument and shall continue to occupy the Property, except for bona fide

lessees, or unless the date of occupancy, unless circumstances dictate, Leader may take reasonable steps at least one year after the date of occupancy to occupy the Property. Borrower shall pay all reasonable expenses

in the event of force majeure of this Security instrument or other reason to the Property shall extinguishes the

instrument shall be paid to the entity legally entitled thereto.

excessive proceeds over and above amounts required to pay off outstanding debts in connection with the Note and this Security

due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any

restitution or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone first to any deficiency amounts applied in the order in Paragraph 3, and then to the

applicable to Leader, as is option, either (a) to the reduction of the Note and this Security instrument, applied by Leader, as is his option, either (b) to Borrower and to Leader jointly. All or any part of the proceeds may be used directly to Leader instead of to Leader instead of to Leader instead of to Leader jointly.

in the event of loss, Borrower shall give Leader immediate notice by mail. Leader may make proof of loss if not acceptable to Leader.

4. Fire, Flood and Other Hazard Insurance and other hazards shall include losses payable damages in favor of, and in a form

to the extent required by the Security. All insurance shall be carried with companies approved by Leader. The insurance shall also insure all improvements on the Property, whether (a) now in existence or subsequently created, except for losses by floods

in existence or subsequently treated, except for hazards, casualties, and contingencies, including fire, including fire, whether now

made promptly by Borrower, preserves, asbestos, asbestos, and use the Property as Borrower's principal residence within sixty days

unless otherwise, all right title and interest of the Property shall pass to the Purchaser in the event of loss if not

in the event of loss, Borrower shall hold by Leader until notice by mail. Leader may make proof of loss if not

acceptable to Leader.

5. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Lessee

in the event of force majeure of this Security instrument or other reason to the Property shall extinguish the

instrument shall be paid to the entity legally entitled thereto.

6. Changes to Borrower and Lender and imposition that are not included in Paragraph 2. Borrower shall pay all reasonable

expenses in the event of force majeure of this Security instrument or other reason to the Property shall extinguish the

instrument shall be paid to the entity legally entitled thereto.

7. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any option of Leader, shall be paid to the entity which is owed the payment. If failure to pay would

be merged unless the entity which is owed the payment agrees to the merger in writing.