8214 Westchester Drive, Suite 600 Dullas, TX 75225



(Space Above This Line For Recording Data)
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STATE OF ILLINOIS

PHA Case No. 131:6734863-748

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is Valerie L. Lee, a single person

July 9, 1992.

("Borrower").

This Security Instrument is given to

Paragon Mortgage Corporation

which is organized and existing under the laws of Illinois and whose address is 2401 Lake Park Drive, Suite 300 Smyrna, GA 30080

("Londor").

Borrower owes Lender the principal sum of

Forty Seven Thousand Nine Pandred and no/100 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly

Dollars (U.S.\$47,900.00). phymients, with the full debt, if not paid earlier, due and physible on August 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the Lent evidenced by the Note, with interest, and all renewals, extensions and modifications; (h) the payment of all other sums, with in crest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's cavenants and agreements under this Security Instrument and the Note. For this

THE EAST 1/2 OF LOT 26 AND ALL OF LOT 27 IN HARVEY'S SUBDIVISION OF BLOCK 1 OF SOUTH LAWN A SUBDIVISION OF SECTION 12-AND THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

purpose, Borrower does hereby grant and cont by to Lender, the following described property located in Cook County, Illinois:

County Clarks

\$27,00

DEFT-01 RECORDING 101111 TRAN 1818 07/14/92 41887 \* \* \* \* \* \* \* \* \* \* \* \* \* 1.3 COUK COUNTY RECORDER

92513784

ADDRESS: 29-08-405-018

which has the address of

333 East 147th Place.

[Street]

Harvey, [City]

Illinois

[State]

[Zip Coxlo]

("figuroriy Address");

TOOETHER 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 convoyed and has the right to grant and convey the Property and that the Property is unoncumbered, except for oncumbranies of record. Borrower warrants and will detend generally the title to the Property against all claims and domands, subject to any oncumbrances of record.

- 1. Payment of Principal, Interest and Late Charge. Horrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and into 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 rants on the Property, and (c) premiums for insurance required by Paragraph 4.

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UNOFFICIAL COPY

Property of County Clerk's Office

Pach monthly installment for thins (a), (t) an ev stall equal the twelft of the air wham units, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional wanter of its pore than possible or the postingsted amounts. The full annual amount for each item shall be accumulated by Lender within a period budge one manth 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 (s), (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 aption 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

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, 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 insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the 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 monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balince remaining 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 self-of the Property of its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for it m (a), (b) and (c).

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

FIRST, to the mortgage assurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold 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 Note;

FIFTU, to late charges due under the liote.

4. Fire, Flood and Other Hazard Instrance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards consulties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequer thy excited, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender and 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 mali. 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 instrance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Scourly Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the resolution 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 initied therein.

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

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Por ower's Loan Application; Leaseholds. Horrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrewer's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Horrower's control. Horrower shall notify Lenders of any extenuating circums ances. Horrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, assomble wear and lear excepted. Lender may inspect the Property if the Property is vacant or abandone. For the loan is in default. Lender n my take reasonable action to protect and preserve such vacant or abandoned Property. Horrower shall also be in default if Borrower, as ing the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Levier with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower and comply with the occupancy of the Property as a principal residence. provisions of the lease. If Horrower acquires fee title to the Property, the leasehold and fee title shall not be increased unless Lender ngrees 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 towed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Botrower 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 logal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in hankrupacy, for condemnation or to enforce laws or regulations), then Lender may do and pay whitever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of twos, hazard insurance and other items mentioned in Paragraph 2.

Any amounts dishursed 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.

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- 7. Condemnation. The process of any swirt or claim for claim ea, a record consequential, in connection with any condemnation or other taking or any part or the Property, or for conveyance in page of confidentiation, are hereby assigned and shall be paid to I ender to the extent of the full amount of the indebtedness that remining unpaid under the Note and this Security Instrument. I ender 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 indebtedness under the Nixio 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 falling 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 sums secured by this Security Instrument if:
      - (i) All corport of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferrer fother 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 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, Lindar 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 tequire immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or forceless re if not permitted by regulations of the Secretary.
    - (e) Mortgage Not Insured. Borrower agree that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National House, Act within 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 feere ary dated subsequent to 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 ever led by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- Horrower'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's failure in a lump sum all amounts required to bring Horrower's account current including, to the extent they are obligations of Borrower, under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Horrower, this Security Instrument and the obligations that it secures shall remain in affect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Londer 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 C.) 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 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 successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver 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 convoy 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 mait 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.

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como mya copy of mis licuraly marament. 15. Harrower's Copy. anab ti D HIV HE OF C 16. Assignment of Rents. Borraver unconditionally maigns and transfers to Lander all the routs and revenues of the Property. Horrower authorizes Lender or Lender's agents to collect the routs and revenues and hereby directs each tenual of the Property to pay the rents to Lender's agents. However, prior to Lender's notice to Horrower of Horrower's brouch of any covenant or agreement in the Security Instrument, Horrower shall collect and receive all runts and revenues of the Property as trustee for the benefit of Londer and Borrower. This assignment of rents constitutes in absolute assignment and not an assignment for additional security only. If Londor gives notice of breach to Horrower: (a) all rents received by Horrower shall be held by Horrower 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 set that would prevent Lender Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to

from exercising its rights under this paragraph 16.

Horrower. 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 runts of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Horrower and Londer further covenint and agree as follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Londor may invoke the power of sale and any other remedies permitted by applicable law. Leader shall be entitled to collect all expenses incurred in pursuing the remetible provided in this pursumph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.
- 18. Refease. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrowe's Borrower shall pay any recordation costs.
  - Forrower unives all right of homestead exemption in the Property. 19. Waiver of Homesten".

1 Condominium Rider

MY CONTA CONTA

Planned Unit Development Rider

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of (no) 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. [Check applicable box(es)].

] Growing Equity Rider

Gradunted Phyment Rider

[ [ 011-23	4			
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BY SIGNING BELOW	Borrower accepts and agre	es o he terms contain	ed in this Security Ins	trument and in any
rider(s) executed the Borrower		4	·	
	7 a 190	1/X,		
Ylverie J. Mac	7-9-192 (SEA	L)		(SEAL)
Valerie L. Lee C.	Borrow	or O		Borrower
	(SEA	LA	Q <sub>A</sub> ,	(SEAL)
	Borrow		7	Borrower
			0.	
			Cook	
STATE OF ILLINOIS,	()	County 85:	Cooles	
i, the und	exegned, " NOI	ary Public in and for sa	id county and state, do	hereby dertify that
Valerie L. Lee , a single per	son , personally know	n to me to he the same	e person(a) whose run	p(5)
subscribed to the foregoing in				
delivered the said instrument		Yologhury net, for the		
Given under my hand ar My Commission expires:	id official seal, this	day of	7	
wy Commission Expires.		ma	read to	eretta
" OFFICIA	L SEAL "	·	Notary Public	
MAE:	PARACTA }			

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