

# UNOFFICIAL COPY

92764468

COOK COUNTY, ILLINOIS  
PUBLIC RECORDS

1992 OCT 14 PM 3 32

92764468

(Space Above This Line For Recording Data)

State of Illinois

## MORTGAGE

ETIA Case No.

131:6857025 203/244

CMC NO 0001168947

31

THIS MORTGAGE ("Security Instrument") is given on **October 12, 1992**. The Mortgagor is **JAMES A. ANDREWS and JACQUELINE E. ANDREWS His Wife**

("Borrower"). This Security Instrument is given to **Crown Mortgage Co.**

which is organized and existing under the laws of **the State of Illinois**, and whose address is **6141 W. 95th Street Oak Lawn, IL 60452**

("Lender"). Borrower owes Lender the principal sum of **EIGHTY THOUSAND SIX HUNDRED FORTY NINE & 00/100**

Dollars (U.S. \$ **80,649.00**). 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 **November 1, 2022**

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 7 IN BLOCK 3 IN LODE'S RESUBDIVISION OF BLOCKS 2, 7 AND 10 RECORDED AS VACATED MAY 22, 1897 IN BOOK 590 OF PAGE 108 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS (EXCEPT THE NORTH 17 FEET OF BLOCK 2 HERETOFORE CONVEYED FOR PUBLIC HIGHWAY) IN DEARBORN HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX ID NO. **24 07 210 016 0000**  
TAX ID NO.  
TAX ID NO.

which has the address of **9736 S. NATOMA, OAK LAWN** (Street, City), Illinois **60453** (Zip Code) ("Property Address"):

BOOK 533

92764468

70 84-6402

680015

# UNOFFICIAL COPY

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.

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 an 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. 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 balance 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 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;
- 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;
- Fifth, to late charges due under the Note.





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 default 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.

92764468

12. 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 the Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly accrued 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.

(a) 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 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 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such inability, 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.

(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) 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.

(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 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.

(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.

9. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary. 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.

Property of Cook County Clerk's Office

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security 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 a part of this Security Instrument. (Check applicable box(es))

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*James A. Andrews* (Seal)  
-Borrower  
JAMES A. ANDREWS

*Jacqueline E. Andrews* (Seal)  
-Borrower  
JACQUELINE E. ANDREWS His Wife

(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

STATE OF ILLINOIS,

County ss: *Cook*

*I, the undersigned*, a Notary Public in and for said county and state do hereby certify that JAMES A. ANDREWS and JACQUELINE E. ANDREWS

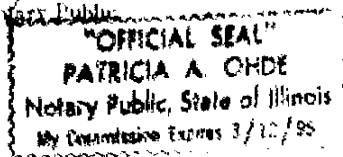
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they/ he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of October 1992

My Commission Expires:

*Patricia A. Ohde*  
Notary Public

This instrument was prepared by: *Crown Mortgage Co.*  
-4881-18-22 Page 6 of 8



92764418

# UNOFFICIAL COPY

**12. Successors and Assigns Bound; Joint a**  
this Security Instrument shall bind and benefit t  
provisions of paragraph 9.b. Borrower's covenants a  
this Security Instrument but does not execute the N  
and convey that Borrower's interest in the Proper  
obligated to pay the sums secured by this Security  
agree to extend, modify, forbear or make any acco  
the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provide  
mailing it by first class mail unless applicable law  
Property Address or any other address Borrower d  
first class mail to Lender's address stated herein o  
provided for in this Security Instrument shall be  
provided in this paragraph.

**14. Governing Law; Severability.** This Sec  
jurisdiction in which the Property is located. In the  
Note conflicts with applicable law, such conflict sh  
which can be given effect without the conflicting pro  
Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be give

**16. Assignment of Rents.** Borrower uncond  
the Property. Borrower authorizes Lender or Lead  
tenant of the Property to pay the rents to Lender o  
Borrower's breach of any covenant or agreement in  
and revenues of the Property as trustee for the ben  
absolute assignment and not an assignment for addi

If Lender gives notice of breach to Borrower: C  
for benefit of Lender only, to be applied to the sum  
collect and receive all of the rents of the Property; an  
Lender or Lender's agent on Lender's written demar

Borrower has not executed any prior assignment  
prevent Lender from exercising its rights under this

Lender shall not be required to enter upon, tak  
breach to Borrower. However, Lender or a judicia  
application of rents shall not cure or waive any defa  
of rents of the Property shall terminate when the def

**NON-UNIFORM COVENANTS.** Borrower and Le

**17. Foreclosure Procedure.** If Lender requir  
foreclose this Security Instrument by judicia  
incurred in pursuing the remedies provided i  
attorneys' fees and costs of title evidence.

**18. Release.** Upon payment of all sums sec  
Instrument without charge to Borrower. Borrower s

**19. Waiver of Homestead.** Borrower waives