

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORPORATION  
1020 31ST STREET, SUITE 401  
DOWNS GROVE, ILLINOIS 60515

92044235

LOAN NO. 903523

[Space Above This Line For Recording Date]

STATE OF ILLINOIS

## FHA MORTGAGE

FHA CASE NO.

131:6583941 729

This Mortgage ("Security Instrument") is given on January 15, 1992. The Mortgagor is THOMAS E. HARRIS, A BACHELOR

whose address is 10106 S. LUELLA AVENUE, CHICAGO, IL 60617

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

MIDWEST FUNDING CORPORATION

which is organized and existing under the laws of ILLINOIS

1020 31st Street, Suite 401, Downers Grove, IL 60515

("Lender"). Borrower owes Lender the principal sum of Seventy Thousand Two Hundred and no/100

Dollars (U.S. \$ 70,200.00

). 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 February 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 2 (EXCEPT THE NORTH 2 FEET THEREOF) AND THE NORTH 14 FEET OF LOT 3 IN BLOCK 31 IN CALUMET TRUST'S SUBDIVISION IN SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND FRACTIONAL SECTION 7 NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NUMBER 91 37 462 IN COOK COUNTY, ILLINOIS.

92044235

92044235

Tax I.D. #: 25-12-415-055

which has the address of 10106 S. LUELLA AVENUE

CHICAGO

Illinois

60617

("Property Address");

[Street]

[City]

[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.

3100-  
R

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 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 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 desires 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. 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) 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.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure 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 approved by 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 mail. 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 or title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser. Borrower 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 Borrower'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 Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or injury, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender 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 shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender 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 such payments.

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.

8. 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 such payments.

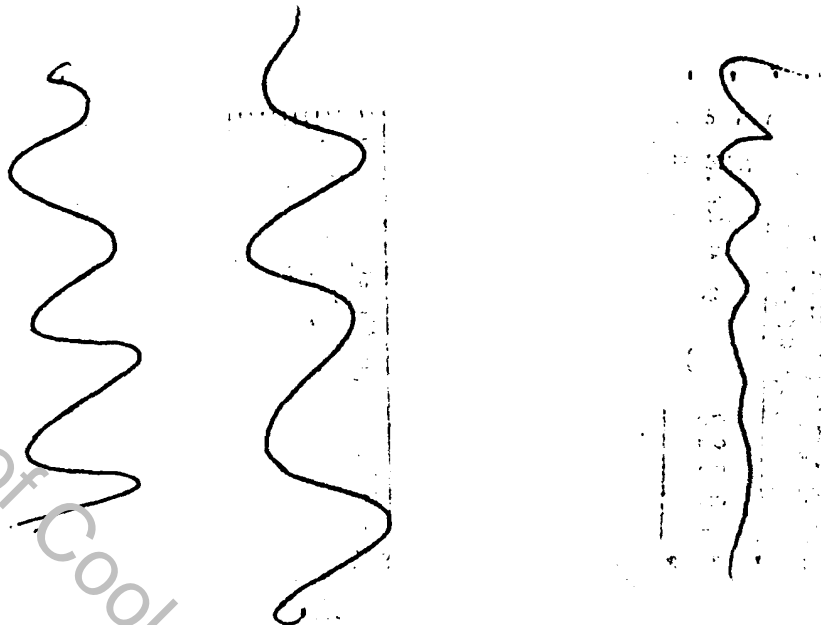
UNOFFICIAL COPY

50247026

# UNOFFICIAL COPY

IF COMPLETE PLEASE PRINT  
YOUR NAME, STREET ADDRESS  
CITY AND STATE  
ON REVERSE SIDE

Property of Cook County Clerk's Office



00000000

00000000

WARRANTY DEED  
STATUTORY (ILLINOIS)  
(Individual to Individual)

February, 1985

9 2 0 4 4 2 3

CALLOR: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR S ELAINE C. ANDREWS, widow and not since remarried and BRIAN J. STEED, married to GLENDA R. STEED, who NEVER RESIDED IN THE PROPERTY of Chicago County of Cook State of Illinois for and in consideration of Ten -----no cents DOLLARS, in hand paid,

CONVEY and WARRANT to THOMAS E. HARRIS

9551 South Calhoun Chicago, Ill. 60617

(The Above Space For Recorder's Use Only)

92074234

DEPT-01 RECORDING \$23.00  
143843 TRAN 7616 01/23/92 13:05:00  
#2204 \* 92-044234  
COOK COUNTY RECORDER

the following described Real Estate situated in the County of Cook State of Illinois, to wit:

LOT 2 (EXCEPT THE NORTH 2 FEET THEREOF) AND THE NORTH 14 FEET OF LOT 3 IN BLOCK 31 IN CALUMET TRUST'S SUBDIVISION IN SECTION 12, BOTH NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND FRACTIONAL SECTION 7 NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NUMBER 91 37 462 IN COOK COUNTY, ILLINOIS.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANATORS.

herby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 25 12 455 055

Address(es) of Real Estate: 10106 SOUTH LUELLA CHICAGO, ILLINOIS 60617

DATED this 15th day of January 19 92

PLEASE PRINT OR TYPE NAMES) BELOW SIGNATURE(S)

ELAINE C. ANDREWS (SEAL) BRIAN J. STEED (SEAL)

COOK State of Illinois, County of ss. I, the undersigned, a Notary Public in and for

ELAINE C. ANDREWS and BRIAN J. STEED personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of January 19 92

Commission expires 19 92

This instrument was prepared by ELAINE C. ANDREWS 68 E. Wacker Place Chgo. IL.



THOMAS E. HARRIS

10106 South Luella Avenue

Chicago, Illinois 60617

STANDARD SUBSEQUENT TAX BILLS TO

UNOFFICIAL COPY

93 ac

AFFIX -RIDERS- OR REVENUE STAMPS HERE

92074234