

# UNOFFICIAL COPY

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## FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131:6668706-734

This Mortgage ("Security Instrument") is given on March 27, 1992  
The Mortgagor is Bernice Dove, Divorced and Not Since Remarried AND  
Eddie Harrison, Divorced and Not Since Remarried

whose address is 7111 South Shore Dr. #4  
Chicago, IL 60649

(“Borrower”). This Security Instrument is given to

HERITAGE MORTGAGE COMPANY

which is organized and existing under the laws of the State of Illinois , and whose  
address is 1000 E. 111th STREET  
CHICAGO, IL 60628

(“Lender”). Borrower owes Lender the principal sum of  
Fifty Three Thousand Four Hundred Fifty and no/100 ---

Dollars (U.S. \$ 53,450.00 ).

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 April 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:

See Attached Rider

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which has the address of 7111 South Shore Dr. #4, Chicago  
[Street] [City]  
Illinois 60649  
[Zip Code] ("Property Address");

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)

My Commission Expires 9/10/95  
Cook County, Illinois  
Notary Public  
Cherry Ann Nullay  
"OFFICIAL SEAL"

(Address)

CHICAGO, IL 60628  
1000 E. 111TH STREET

HERITAGE MORTGAGE COMPANY  
Donald L. MacNeil, President

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal, this 27 day of  
September 1992.

set forth

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

personally known to me to be the same person(s) whose name(s)

is hereto certified to be true and correct, to wit: Donald L. MacNeil, Notary Public in and for said county and state,

1. The undersigned

STATE OF ILLINOIS.

(County ss.)

Cook

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Instrument and in my (their) 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

Planned Unit Development Rider     Other [Specify] Legal Description

condominium Rider     Graduated Payment Rider

Crowning Equity Rider

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coveralls of each such rider shall be incorporated into and shall amend and supplement the coveralls and agreements of this Security Instrument as if they were a part of this Security Instrument.

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

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

17. Release of Remedies. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted 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,

16. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted 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,

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

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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 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 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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7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, for conveyance in place of condemnation, under the Note and this Second Lien instrument, and shall be paid to Lender in the amount of the full amount of the indemnities such proceeds to the extent of the reduction of the indebtedness that remains unpaid under the Note and this Second Lien instrument. Lender shall not apply such proceeds to the payment of the Note and this Second Lien instrument, first to any deficiency amounts applied in the order provided in Paragraph 3, and then to payment of the principal shall not exceed or postpone the due date of the monthly

(Any amounts disbursed by Lender under this Paragraph shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

If tortious or other torts are made the base for payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Section, notwithstanding that notice of the violation has been given, the Lender's rights in the property may be exercised in bankruptcy, for condemnation or to enforce laws or regulations.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental charges to the Lender which are levied or imposed by any governmental authority upon the property or fixtures or equipment or upon the Lender's interest in the property or fixtures or equipment.

confirms which the proprietors of the lease, if Borrower or lessee, fees relate to the Property, the leasehold and free title shall not be affected.

In the event of foreclosure of this security, the holder or other trustee of this instrument or of any other securities, notes, bonds or certificates of indebtedness of the debtor shall have the right to sell the property.

In the event of loss, Borrower shall give Lender a notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company so notified is hereby authorized and directed to make payment for loss directly to Lender, instead of to Borrower, and to Lender it is hereby agreed that Lender will not be liable to such company for any amount paid to Lender by such company in excess of the amount of the loss suffered by Lender.

shall also insure all improvements built on the Property, and for the amounts and for the periods that Lender requires. Borrower shall be entitled to hold back from the principal amount of the Note an amount equal to the insurance premium paid by Borrower for the insurance required under the terms of the Note.

**ELITE**, to late charges due under the N. & C.

**TERMS**, to indicate the period of time during which the Note is outstanding, as required by the Note.

Secondly, instead of the more or less arbitrary way of proceeding so far, it would be better to have the members of each assembly pay rent to the state, and the state to the central government.

excess funds to Borrower, immediately prior to a foreclosure sale of the property of the Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

desistence, in any year in which the Leader must pay a monthly insurance premium in addition to the Secretary, each monthly payment shall also include either (1) an insurance monthly insurance premium to be paid by the Leader instead of the insurance premium in accordance with the terms of the insurance policy or (2) an insurance monthly insurance premium to be paid by the Leader under the insurance policy.

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 each item payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the amount held by Lender for items payable to Lender prior to the due date of the Note, then Lender may require payment of all amounts held by Lender for items (a), (b) and (c) plus interest thereon at the rate of six percent per annum.

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 monthly installments. The full annual amount shall be accumulated by Lender within a period ending one month before he adds to them would become delinquent.

special assessments levied or to be levied against the property, (b) leasehold payments of ground rents on the property, and (c) premiums for insurance required by the Purchaser.

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## FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 27th day of

March , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

HERITAGE MORTGAGE COMPANY

("Lender") of the same date and covering the property described in the Security Instrument and located at:

7111 South Shore Dr. #4  
Chicago, IL 60649

(Property Address)

The Property Address includes a unit in, together with an individual interest in the common elements of, a condominium project known as:

Shore Club Condominium

(Name of Condominium Project)

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under this Paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

*Bernice Dove*  
Bernice Dove

(SEAL) *Bernice Dove and Eddie Harrison* (SEAL)  
Borrower Eddie Harrison Borrower

(SEAL)  
Borrower

(SEAL)  
Borrower

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THIS IS AN UNOFFICIAL COPY AND MADE A PART OF THE  
MORTGAGE DATED MARCH 27, 1992  
AND MADE BETWEEN Bernice Dove, Divorced and Not Since  
Remarried AND Eddie Harrison, divorced and Not Since  
Remarried, , Mortgagor and HERITAGE MORTGAGE COMPANY,  
Mortgagee conveying the following described property  
to wit:

UNIT #4, IN SHORE CLUB CONDOMINIUM AS DELINEATED ON A SURVEY OF THE  
FOLLOWING DESCRIBED REAL ESTATE:

LOT 118 IN DIVISION NUMBER 3 OF SOUTH SHORE SUBDIVISION OF THE NORTH  
FRACTIONAL HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS  
1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 IN WESTFALL'S  
SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  AND THE SOUTHEAST  
FRACTIONAL  $\frac{1}{4}$  OF SAID SECTION 30 (EXCEPT THAT PART OF SAID LOT  
COMMENCING ON THE NORTHEASTERLY LINE OF BOND AVENUE 53.4 FEET  
SOUTHEASTERLY FROM THE NORTH WEST CORNER OF SAID LOT, THENCE  
NORTHWESTERLY ALONG THE EASTERY LINE OF SAID AVENUE TO THE NORTH  
WEST CORNER OF SAID LOT THENCE EASTERY ALONG THE NORTH LINE OF  
SAID LOT, 38 FEET THENCE SOUTH WEST TO THE POINT OF BEGINNING,  
WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF  
CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26887174 TOGETHER WITH ITS  
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY,  
ILLINOIS.

PTIN: 21-30-103-003-2004 Vol. 274

MORE COMMONLY KNOWN AS: 7111 South Shore Dr. #4  
Chicago, IL 60649

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