

# UNOFFICIAL COPY

RETURN TO: UNITED SAVINGS ASSN OF TEXAS FSB  
14300 S. RAVINIA, SUITE 200  
ORLAND PARK, IL 60462

LOAN NUMBER: 6435978

92263025

[Space Above This Line For Recording Data]

State of Illinois

## MORTGAGE

FHA Case No.  
**131-6610837-703**

**203B**

THIS MORTGAGE ("Security Instrument") is given on

**MARCH 31, 1992** The Mortgagor is

**JOHNNIE L. GREENE AND BERTHENA GREENE, HIS WIFE**

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

**UNITED SAVINGS ASSN OF TEXAS FSB**

which is organized and existing under the laws of  
address is **3200 SOUTHWEST FHWY, SUITE 2000 HOUSTON, TX 77027**

**THE UNITED STATES**

, and whose

Lender ("Lender") Borrower owes Lender the principal sum of

**FORTY SEVEN THOUSAND THREE HUNDRED THIRTY TWO AND 00/100**

Dollars (U.S. \$ 47332.00).

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 01 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:

in the State of Illinois, to wit:

LOT 44 IN TOWN AND COUNTY HOME SECOND ADDITION TO EVANHOE  
BEING A SUBDIVISION OF LOT 4 IN VERHOFFEN'S SUBDIVISION OF  
THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**TAX I.D. # 29-09-222-013**

which has the address of  
Illinois

**14826 S STATE STREET, DOLTON  
60419**

(Zip Code) ("Property Address"):

[Street, City]

VMP -4R(IL) (9103)

VMP MORTGAGE FORMS · (313)200-8100 · (800)521-7291

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FHA Illinois Mortgage · 2/91

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Third, to interest due under the Note;  
Fourth, to amortization of the principal of the Note;  
Fifth, to late charges due under the Note.

First, in the mortgage insurance premium to be paid by Lentder to the Secretary or to the municipality charge by the Secretary instead of the monthly mortgage insurance premium;

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

If Borrower tenders to Lender the full payment of all sums accrued 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 money due pursuant to the terms of this instrument prior to a foreclosure sale of the property or its acquisition by Lender, Borrower's account shall be credited with any sum tendered by Lender to pay to the Secretary, and Lender shall promptly refund any access funds to Borrower.

As used in this Document, "Secretary" means the Secretary of Treasury and U.S. Development Bank or his or her designee; in any year in which the President may pay a mileage reimbursement to the Secretary, each monthly payment shall designate a mileage rate equal to the annual mileage premium in the Secretary, each monthly payment shall be paid by the President until such time as the mileage premium is due to the Secretary, or by the President if the mileage premium is due to the Secretary.

If at any time the total of the payments made by Fender for items (a), (b), and (c), together with the estimated monthly payments for such items payable to Fender 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 Fender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payment to Fender for items payable to Fender prior to the due dates of such items, whichever is greater.

Each nonentity will be liable 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, by Lender, plus an amount sufficient to maintain an additional balance of not more than one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become due under the terms (a), (b), and (c) before they become delinquent.

2. Premiums payable for insurance and other charges, however shall include in each monthly payment premiums for taxes, insurance and other charges 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

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 the charges due under the Note.

**BORROWER COVENANT** IS THAT BORROWER IS LAWFULLY SEIZED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO MORTGAGE,

TOGETHER WITH all the amorphous now or heretofore erected on the property, and all easements, rights, appurtenances,

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**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also 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 of 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.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** 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 Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, 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 the monthly payments, which are referred to in

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right or remedy.

In interest. Any Lender may exercise by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors or assigns proceedings against any successor in interest or release to extend time for payment or otherwise modify amortization of not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to information of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall of information held by this Security Instrument granted by Lender to any successor in interest of Borrower shall

remedies will adversely affect the property of the Lender created by this Security Instrument. a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of required immediate payment in full. However, Lender is not required to permit reinstatement if: (a) Lender has accepted remisement by Borrower, this Security Instrument and the obligations that remain in effect as if Lender had not costs and reasonable attorney's fees and expenses properly associated with the transaction. Upon Borrower's account current indebtedness, to the extent they are obligations of Borrower under this Security Instrument, foreclosure proceedings are instituted. To reinstate the Security Instrument. This right applies even after foreclosure Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure of Lender has received immediate payment in full because of

insurance is solely due to Lender's failure to retain a mortgage insurance premium to the Secretary. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of however, declining to insure this Security Instrument and the Note separately, shall be deemed conclusive proof of instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date now insuring, anything in paragraph 9, require immediate payment in full of all sums secured by this Security eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender may, at its option and (e) Mortgagor Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be instrument does not authorize acceleration of foreclosure if not permitted by regulations of the Secretary.

Rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security (d) Regulations of HED Secretary. In many circumstances regulations issued by the Secretary will limit Lender's

not require such payments, under this note waive its rights with respect to subsequent events. (e) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does

of the Secretary. (i) The Lender by devise or descent) by the Borrower, and transfers of (ii) The Property is not occupied by the Purchaser or Grantee as his or her principal residence, or the Purchaser or grantees do so occupy) the Property but his or her credit has not been approved in accordance with the requirements (iii) The Lender is not a beneficial interest in a trust owning all or part of the Property, is sold or otherwise Securitization, require immediate payment in full of all sums secured by this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Securitization, require immediate payment in full of all sums secured by this Security Instrument. (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this on the due date of the next monthly payment, or (ii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or require immediate payment in full of all sums secured by this Security Instrument if: (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults,

## 9. Grounds for Acceleration of Debt.

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

indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto. Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding

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**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.

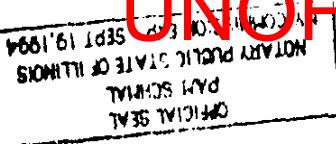
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' 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.

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DEBORAH DOWNING

WMP -4R(L) -1994

This instrument was prepared by:

My Commission Expires:

Notary Public

Given under my hand and official seal, this  
tree and voluntary act for the uses and purposes herein set forth,  
subscribed 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)

JOHNNIE L. GREENE AND BERTHENIA GREENE, HIS WIFE  
, a Notary Public in and for said county and state do hereby certify that

STATE OF ILLINOIS, COOK

-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)-Borrower  
(Seal)

Witnesses:

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.

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))
- Planned Unit Development Rider    Ground Easement Rider  
 condominium Rider    Graduated Payment Rider    Other [Specify]

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COOK COUNTY, ILLINOIS

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