

UNOFFICIAL COPY

AFTER RECORDING RETURN TO:

MID-AMERICA MORTGAGE CORPORATION
261 FRONTAGE ROAD
BURR RIDGE, ILLINOIS 60521

S1291547

92338527

92338527

FHA MORTGAGE

FHA CASE NO.

131:6646059-703

STATE OF ILLINOIS

This Mortgage ("Security Instrument") is given on

1992
MAY 1, 2002 CEF

The Mortgagor is ~~CLIFFORD JR. FORTENBERRY AND~~ CLIFFTON E. FORTENBERRY JR,
A BACHELOR CEF

whose address is 1804 SAUK TRAIL, SAUK VILLAGE, IL 60411

("Borrower"). This Security Instrument is given to MID-AMERICA MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521 ("Lender").

Borrower owes Lender the principal sum of TWENTY SIX THOUSAND SIX HUNDRED DOLLARS

Dollars (U.S.\$ 26,600.00).

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 June 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 107 INDIAN HILL SUBDIVISION UNIT NUMBER 1, A SUBDIVISION OF THE EAST 3/4 OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF SAUK TRAIL ROAD, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1957 AS DOCUMENT NUMBER 16916761, IN COOK COUNTY, ILLINOIS

32-25-307-011

DEPT-01 RECORDING \$29.50
18888 TRAN 4272 05/15/92 15:54:00
49873 # * 32-338527
COOK COUNTY RECORDER

which has the address of 1804 SAUK TRAIL

SAUK VILLAGE

Illinois

60411

("Property Address");

(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.

1. Payment of principal, interest and late charges. 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 amount sufficient to maintain an additional balance of not more than one-half of the estimated amount. The full amount due for each month shall be accounted for by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amount collected in trust to pay items (a), (b) and (c) before they become delinquent.

3. Application of Payments. At any time the total of the payments made by Lender for items (a), (b) and (c) together with the future monthly payments for such items payable to Lender prior to the due date of such items, exceeds by more than one-half the estimated amount of payments required to pay such items when due, and if payment on the Note are current, then Lender shall either refund the excess over one-half of the estimated amount of payments or credit the excess over one-half of the estimated amount 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 any amount necessary to make up the deficiency on or before the date the item becomes due.

4. Security Instrument. "Security" means the Security Instrument and Urban Development or his or her designee. Lender shall use the Security Instrument as provided in the Security Instrument which requires advance payment of the entire mortgage loan. If the Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage loan, then each monthly payment shall also include either: (i) a monthly charge instead of a mortgage loan premium if the Security Instrument is held by Lender to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage loan premium if the Security Instrument is held by Lender to be paid by Lender to the Secretary, or (iii) an amount sufficient to accumulate the full annual mortgage loan premium with Lender one month prior to the date the full annual mortgage loan premium is due to the Secretary, or (iv) the Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half of the outstanding principal balance due on the Note.

5. Borrower's obligation to pay to Lender the full payment of all items (a), (b) and (c) and any mortgage insurance premium treatment 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 the acquisition by Lender, Borrower's account shall be credited with any balance remaining for all treatments for items (a), (b) and (c).

6. Application of Payments. All payments under paragraph 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage loan premium if any, unless Borrower paid the entire mortgage loan premium when the Security Instrument was agreed; 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.

7. Preservation and Maintenance of the Property, Leasehold. Borrower shall not commit waste or destroy, damage or substantially change the Property, Leasehold. Lender may take reasonable action to protect and preserve such vacant or abandoned property, if the Security Instrument is on a leasehold. Borrower shall comply with the provisions of the lease. If Borrower acquires the title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

8. Changes by Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all government or municipal charges, fees and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on the date they are due 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.

9. Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in the 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 as follows, whether or not mentioned in Paragraph 2, 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.

10. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by the 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.

11. 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 the Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and the Security Instrument, but to any delinquent amounts applied in the order provided in Paragraph 3, and then to payment of principal, or (b) to the reason 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, 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 the Security Instrument shall be paid to the entity legally entitled thereto.

12. In the event of foreclosure of the Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to the Property shall pass to the Purchaser.

13. Preservation and Maintenance of the Property, Leasehold. Borrower shall not commit waste or destroy, damage or substantially change the Property, Leasehold. Lender may take reasonable action to protect and preserve such vacant or abandoned property, if the Security Instrument is on a leasehold. Borrower shall comply with the provisions of the lease. If Borrower acquires the title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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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 is 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 primary 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) Regulation 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.

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 to Lender 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 attorney's fees and expenses properly associated with the foreclosure proceedings. 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 term 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 listed 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 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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My Commission Expires 12/12/95
Notary Public, State of Illinois
Joanna Raff
-OFFICIAL SEAL-

JUDY D. SERRA
MID-AMERICA MORTGAGE CORPORATION
361 FORTAGE ROAD, BURR RIDGE, IL 60021

The instrument was prepared by:

Handwritten signature
Notary Public

My Commission expires:

Given under my hand and official seal, this 15th day of MAY, 1992.

signed and delivered the said instrument as *CFE*

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

, personally known to me to be the same person (or his name), *CFE*

CLIFTON E. FORTEBERRY JR., A BACHELOR *CFE*

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that *CFE*

STATE OF ILLINOIS

CFE

County

(Seal) _____
Borrower
(Seal) _____
Borrower
(Seal) _____
CLIFTON E. FORTEBERRY JR. *CFE*
Borrower
(Seal) _____
CLIFTON E. FORTEBERRY JR. *CFE*
Borrower

Witness: *Shawn Clark*

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

- Car Loan Rider
- Adjustable Rate Rider
- Growing Equity Rider
- Partial Un Development Rider
- Graduated Payment Rider
- Other FHA Due-On-Sale Rider

Riders to the Security instrument. If one or more riders are executed by Borrower and recorded together with the Security instrument, the contents of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security instrument as if the rider(s) were in a part of the Security instrument. (Check applicable box(es)).

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Borrower agrees that should the Security instrument and the note secured thereby not be eligible for insurance under the National Housing Act with NINETY DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 8, require immediate payment in full of all sums secured by the Security instrument. A written statement of any authorized agent of the Secretary dated subsequent to NINETY DAYS from the date hereof, declining to issue the Security instrument and the note secured thereby, shall be deemed conclusive proof of such insolvency. Notwithstanding the foregoing, this option may not be exercised by Lender when the inevitability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

- 17. Foreclosure Proceedure. If Lender requires immediate payment in full under paragraph 8, Lender may foreclose the Security instrument by judicial proceeding, and any remedies provided in the paragraph 17, including, but not limited to, reasonable attorney's fees and costs of the evidence.
- 18. Release. Upon payment of all sums secured by the Security instrument, Lender shall release the Security instrument without charge to Borrower. Borrower shall pay any recording costs.
- 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

FHA DUE-ON-SALE RIDER

This Rider is made this 1st day of MAY 1992 CEF and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") CLIFFTON JR. FORTENBERRY AND CLIFFTON E. FORTENBERRY JR CEF

and covering the property described in the instrument and located at:

1804 SAUK TRAIL, SAUK VILLAGE, IL 60411

(Property Address)

The mortgagee shall, if permitted by applicable law and with the prior approval of the Federal Housing Commissioner, or his or her designee, declare all sums secured by this mortgage to be immediately due and payable if all or any part of the property is sold or otherwise transferred (other than by devise or descent) to a purchaser or grantee who does not occupy the property as his or her principal residence, or to a purchaser or grantee who does so occupy the property but whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this FHA Due-on-Sale Rider.

Witness _____

Shane ettc

Witness _____

Mortgagor CLIFFTON JR. FORTENBERRY CEF

CLIFFTON E. FORTENBERRY JR CEF

Mortgagor _____

Mortgagor _____