RECORD AND RETURN TO: UNOFFICIAL COPY MIDDLEST NATIONAL MORTGAGE CORPORATION

1420 KENSINGTON ROAD, SUITE 209

OAK BROOK, ILLINOIS 60521



92364493

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

THA CHEO NO.

131:6583006/203B

205425

THIS MORTGACE ("Security Instrument") is given on MAY 21
The Mortgagor is LAPRY BILLUPS, SR. AND DARLENE G. BILLUPS, HUSBAND AND WIFE

whose address in 17119 SOUTH LINDEN DRIVE HAZELCREST, ZLAINOIS 60429

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

MIDWEST NATIONAL MORTGAGE CORPORATION

which is organized and existing under the average THE STATE OF ILLINOIS

, and whose

, 1992

address is 1420 KENSINGTON ROAD, SUITE 209

OAK BROOK, ILLINOIS 6052

("Lander"). Borrower owes Lander the principal sum of

Tunder Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and greenments under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander, the following described property located in COOK County, Illinois:

BLOT 265 IN HAZELCREST HIGHLANDS, FIRST ADDITION, A SUBDIVISION OF PART OF THE SOUTHEAST SOURTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 28-26-410-004 VOL. NO. UZA.

DIOT-01 RECORDING

\$31,50

T#3333 TRAN 5918 05/26/92 16:55:00

COOK COUNTY RECORDER

which has the address of 17119 SOUTH LINDEN DRIVE

[Strout]

HAZELCREST

, Illinois

60429

("Property Address");

(City)

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtonances, 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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- 1. Payment of Principal, Interest and Late Charge. Harrower shall pay when dust the principal of, and interest on, the debt evidenced by the Note and interest one under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Horrower 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 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 providents 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 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 means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a measure insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual moduluse 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 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 are 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 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 renowals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

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In the event of loss, Borrower shall give to 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 Londer, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Londer, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent smounts 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. Harrower 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 sevend Borrower's control. Borrower shall notify Lender 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 and 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 of seess, 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 foe title shall not be merged unless Lender agrees to the property in writing.
- 6. Charges to Borrower and Protection of Lender's eights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Panagraph 2. Borrower shall pay those obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lander's interest in the Property, upon Lander's request Borrower shall promptly furnish to Lander receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Periograph 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 large 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 the 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 reto, 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 hereix 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 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 logally entitled thereto.
 - 8. Fees. Lender may collect fees and charges authorized by the Secretary.

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9. Grounds for Acceleration of Debt.

- (a) Default. Leader may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all mins secured by this Security Instrument if:
 - (i) Horrower defaults by finling 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 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) Regulations of ACD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of anyment 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.
- (c) Mortgage Not Insured. Lorrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof, Lender may, at its option and notwo standing anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument A stratement of any authorized agent of the Secretary dated subsequent to NINETY DAYS from the shift hereof, declaring 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 a strance 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 in all tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Lorrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly arsociated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Londer 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 crented by this Security Instrument.
- 11. Borrower Not Released; Forboarance By Londer 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 the 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.

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- 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 must acheen applicable tak 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 must 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 as 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 Bents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes land to Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's Tender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security to Comment, 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 Lander gives notice of breach to borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lander only, to be applied to the sums secure the the Security Instrument; (b) Lander shall be entitled to collect and receive all of the rents of the Property, and (c) each tenunt of the Property shall pay all rents due and unpaid to Lander's agent on Lander's written demand to the tenunt.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Leader from exercising its rights ander this Paragraph 16.

Lander shall not be required to enter upon, take control of or minimum the Property before or after giving notice of broach to Borrower. However, Lender or a judicially appointed receiver may do to it 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 Londer further covenant and agree as follows:

17. Foreclosure Procedure. If Lander requires immediate payment in full under Paragraph 9, Lander may foreclose this Security Instrument by judicial proceeding. Lander 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.

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18. Rolonno. Upon payment of all miner secured by this Security Instrument, Lander shall release this Becurity 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.

20. Riders to this Security Instrument	If one or	more riden	r are execu	ited by I	3orrower	and recorded	together with thi
Security Instrument, the covenants and agree	ments of ea	ach such rid	er shall be	incorpori	tud into i	ama ilada bun	nd and supplemen
the covenants and agreements of this Secu	nty Instrui	ment as if t	tho_ridor(s)	were a	part of t	his Security I	nstrument. Chec
applicable box(es)							

Graduated Payment Rider **Growing Equity Rider** Condominium Bider Planned Unit Development Rider Other(a) [apocify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any ridor(s) executed by Harrow, and recorded with it. Jerry Ox Coot

W	Ì	tnesses:	
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Carry Billian A.	(Son)
LARRY BILLOPS, SR.	-Barrowe
DARLENE G. BILLUPS	(Seal
DARLENE G. BILLUPS	-Borrowe
	(Sea)
	-Borrowe
	(Senl)
	Harmaway

(Space Bolow This Line For Ackney ledgment)

STATE OF ILLINOIS

County su:

161116 a logary Public in and for said county and state do hereby certify that LARRY BILLUPS, SR. AND DARLENE G. BILLUPS

day of

to me to be the same person(s) whose name(s) person, and acknowledged that act, for the uses and purposes therein set forth.

, personally known ARE subscribed to the foregoing instrument appeared before me this day in signed and delivered the said instrument as 18218 free and voluntary

Given under my hand and official seal, this

21ST

"Origan and Lorinda Lee corract

Notary Public, State of Blance

This Instrument was prepared by Aire 3 1 2 MIDWEST NATIONAL MORTGAGE CORPORATION

1420 KENSINGTON ROAD, SUITE 209 OAK BROOK, ILLINOIS 60521