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FHA Case No.

State of Illinois

MORTGAGE

131:6701439-703

ILCM

THIS MORTGAGE ("Security Instrument") is made on **MAY 26, 1992**. The Mortgagor is **JOHNNIE MURRAY JR., MARRIED TO HAZEL MURRAY AND HATTIE CRAWFORD, A WIDOW**

("Borrower"). This Security Instrument is given to **NORWEST MORTGAGE, INC.** **45950 * -92-372104** **COOK COUNTY RECORDER**

which is organized and existing under the laws of **THE STATE OF MINNESOTA**, and whose address is **MINNESOTA SERVICE CENTER, P.O. BOX 9270, DES MOINES, IA 503069270** ("Lender"). Borrower owes Lender the principal sum of

SEVENTY FOUR THOUSAND NINE AND 00/100*** Dollars (U.S. \$ 74,009.00 ****)**
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 14, 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 LEGAL DESCRIPTION*)

TAX STATEMENT SHOULD BE SENT TO:
NORWEST MORTGAGE, INC. P.O. BOX 9270, DES MOINES, IA 503069270

which has the address of **3547 MARSEILLES LANE HAZEL CREST**
ILLINOIS 60429 **(Zip Code) ("Property Address")**

[Street, City]

FHA Illinois Mortgage - 2/91

4800-4800 (9100)

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VMP MORTGAGE FORMS 10-32918100 (800)521-7281

37%
BOX 334

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NY COMMERCIAL RECORDS 1/17/94
MORTGAGE PLATE, STATE OF ILLINOIS
KINNERTONIUM MORTGAGE
"OFFICIAL SEAL"

HOMECWOOD, ILLINOIS 604300000
FIRST FLOOR EAST
930 WEST 175 STREET

NRWEGT MORTGAGE, INC.

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 26th day of May 1992,
upon and delivered the said instrument as free 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
personally known to me to be the same person(s) whose name(s)

HATIE CHAMFORD, a widow

of HAZEL MURRAY JR. and HAZEL MURRAY, his wife and

I, JAMES A. KINNERTON, Notary Public in and for said county and state do hereby certify

County ss: THE STATE OF ILLINOIS.

CHECK

ANY AND ALL MARITAL RIGHTS AS MAY CREATE UNDER THE STATUTES OF

PURPOSE OF MAINTAINING ANY AND ALL HOMESTEAD RIGHTS AND

HAZEL MURRAY, HIS WIFE FOR THE SOLE BORROWER (Seal)

HATIE CHAMFORD BORROWER (Seal)

JANETTE MURRAY JR. BORROWER (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any Rider(s)

Witnesses:

executed by Borrower and recorded with it.

Planned Unit Development Rider Graduated Payment Rider Growing Equity Rider Other [Specify] Part 2 Rider Adjustable Rate Rider Other applicable boxes]

and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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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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Third, to interest due under the Note
Fourth, to acceleration of the principal of the Note
fifth, to late charges due under the Note
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
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required.
Third, to the monthly mortgage premium to be paid by Lender to the Secretary of the monthly charge by the Secretary
First, to the mortgage insurance premium to be paid by Lender to the Secretary of the monthly charge by the Secretary

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 secured by this Security last in, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).
Borrower, immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's funds to be credited with the liability remaining for all installments for items (a), (b), and (c) and any monthly insurance premium be retained until Lender has not become obligated to pay to the Secretary, and Lender shall retain any excess funds so received.

One half percent of the outstanding principal balance due on the Note
of this Security instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of the monthly insurance premium which Lender one month prior to the date the full annual insurance premium is due to the Secretary, insurance premium of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage monthly insurance premium of a monthly insurance premium of this Security instrument is held by the Secretary. Each month a monthly charge instead of a monthly insurance premium of this Security instrument is held by the Secretary, or shall also include either (a) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or designate in any year in which the Lender must pay a monthly insurance premium or his or her

debtors or at before the date the item becomes due, then Borrower shall pay to Lender any amount necessary to make up the subsequent payments by Borrower, at the option of Borrower, if the total of the payments made by Borrower for items (a), (b), and (c) exceed the excess over one-twelfth of the estimated payments of credit the excess over one-twelfth of the estimated payments to be paid by Lender to pay such item when due, and if payments on the Note are current, then Lender shall either amount of payments required to pay such items past due to the due dates of such items, exceeds by more than one-sixth the estimated payments for such items payable to Lender prior to the due date of such items, and (c), together with the future monthly payments for the total of the payments held by Lender for items (a), (b), and (c),

Borrower's account for each item shall be accelerated by Lender within a period ending one month before an item would become due and demand for payment of such item in trust to pay items (a), (b), and (c) before they become due, and Lender, if this an unusual situation to maintain an additional balance of no more than one-sixth of the estimated amounts, file the Lender, if this an unusual situation to maintain an additional balance of no more than one-sixth of the estimated amounts, as reasonably estimated amount monthly payment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated

payments for insurance required by paragraph 4.
to be levied against the Property, (b) leasehold payments of ground rents on the Property, and (c)
assessments levied or to be levied against the Property, (b) leasehold payments of ground rents on the Property, and (c) together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, leases, 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 additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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application of the proceeds to the principal shall not exceed the due date of the monthly payments. Any failure to pay delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal, any insurance, Landlord shall apply such proceeds to the reduction of the indebtedness under the Note and this Security instrument, until the ender to the extent of the full amount of the indebtedness under the Note and this Security instrument, shall be paid to Landlord to the extent of any part of the Property, or for conveyance in place of condemnation, the lessee assented and condonation of other title of any part of the Property, or for damages, direct or consequential, in connection with any

lessee, shall be immediately due and payable.

Any amounts disbursed by Landlord 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

Landlord, liquidated damages and other items mentioned in paragraph 2.

and pay whatever is necessary to protect the value of the Property and Landlord's rights in the Property, including payment of in the Property (such as proceedings in bankruptcy), for continuation of to entitle laws of接管者, whom Landlord may do and agreements contained in this Security instrument, of which is a legal proceeding that may significantly affect Landlord's rights if Borrower fails to make these payments required by paragraph 2, or fails to perform any other agreements

Landlord's request Borrower shall promptly furnish to Landlord receipts evidencing these payments.

directly to the entity which is owed the payment. It failure to pay would adversely affect Landlord's interest in the Property, upon demand of the lessor, times and expenses that are not incurred in paragraph 7, Borrower shall pay these obligations on the

6. Charges to Borrower and Protection of Landlord's Rights in the Property. Borrower shall pay all government of

Borrower's obligations fees due to the Property, the lessor shall not be entitled unless Landlord agrees to the merger in writing.

principal residence. If this Security instrument is on a leasehold, lessor or shall comply with the provisions of the lease. If evidenced by the Note, including, but not limited to, repossession, Borrower's occupancy of the Property as a loan information or statements to Landlord for failed to provide Landlord with any material information in connection with the loan property, Borrower shall also be in default if Borrower, during the loan application process, fails to adequately informed of the loan is in default, Landlord may take reasonable action to protect and preserve such value of the loan in deteriorate, reasonable wear and tear excepted, Landlord may impact the Property in account of the Property to determine circumstances, Borrower shall not continue waste of property, damage or substantially change Landlord's of any unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall notify Landlord one year after the date of occupancy, unless the Security agreement this requirement will cause undue hardship to Borrower, the execution of this Security instrument, it shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Security instrument this requirement will cause undue hardship to Borrower, the execution of this Security instrument, it shall continue to occupy the Property as Borrower's principal residence within sixty days after Landlord's, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after

In the event of the transfer of this Security instrument or other transfer of title to the Property that extinguishes the indebtedness, and right, the land interest of Borrower in and to insurance policies in force shall pass to the purchaser.

cently legally entitled hereinafter.

over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the holder of the damaged Property. Any application of the proceeds to the principal shall not exceed the due date of the delinquent amounts applied in the order in paragraph 3, and then to preparation of principal, or (d) to the restoration of repair Landlord, at its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to any directly to Landlord, instead of to Borrower and to Landlord jointly. All or any part of the insurance proceeds may be applied by promptly by Borrower. Each insurance company conformed is hereby authorized and directed to make payment for such loss in the event of loss. Borrower shall give Landlord immediate notice by mail. Landlord may make proof of loss if not made

renewals shall be held by Landlord and shall include loss payable clauses in favor of, and in a form acceptable to, Landlord.

required by the Security. All insurance shall be carried with companies approved by Landlord. The insurance policies and any insurance all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent insurable. This insurance shall be maintained in the amounts and for the periods that Landlord requires. Borrower shall also insure the subsequent hazards, casualties, contingencies, including fire, for which Landlord requires.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in

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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 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 not 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 ineligible. 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.

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Property of Cook County Clerk's Office

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FITA Case No. [Redacted]

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12th day of July, 1993, 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

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

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of July, 1993, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of 1.50 percentage point(s) (1.50%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of this Note.

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[Space Below This Line Reserved for Acknowledgment]

Boorrower _____
[Signature] (Seal)

Boorrower _____
[Signature] (Seal)

Booble Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

adjustment assigned before the demand for return is made.
Lender's obligation to return any excess payment will differ from demand as set forth in this Note if:
request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal.
borrower in the Note rate is a rate equal to the interest rate which should have been stated in a timely notice, or (ii)
lender Borrower has the option to either (i) accept the return to Borrower of any excess payment, with interest
any monthly payment amount exceeding the payment amount which should have been stated in a timely notice,
payment period of this Note decreased, the Lender failed to give timely notice of the decrease and Borrower made
any adjustment has given the required notice, if the monthly payment amount calculated in accordance with
days after Lender has given the required notice, if the monthly payment amount calculated in accordance with
amount calculated in accordance with paragraph (c) of this Note for any payment less than 25
paragraph (d) of this Note, Booble Rider shall have no obligation to pay any increase in the monthly payment
payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by
effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first
A new interest is calculated in accordance with paragraphs (c) and (d) of this Note will become
(c) Effective Date of Changes

In monthly payment amount, and (ii) any other information which may be required by law from time to time.
parameit amount, (v) the current index and the date it was published, (vi) the method of calculating the change
date of the note, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly
note will be given at least 25 days before the new monthly payment amount is due, and notice set forth (i) the
(d) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of
principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date
at the new interest rate through equal payments, ie making such calculations, Lender will use the
unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the
Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of
the new monthly payment of principal and interest.

(e) Calculation of Payment Change