51356380

93484706

- [Space Above This Line For Recording Data] -

State of Illinois

MORTGAGE

FIIA Case No

131-7122265-203K

THIS MORTGAGE ("Security instrument") is made on June 10,

. The Mortgagor is

Kimberly Jones a unmarried person

DEPT-01 RECORDING

\$39.50

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

Rockford Mortgage Co., Inc.

T#1111 TRAN 0396 06/24/93 14:55:00

\$6057 \$ *-93-484706 COOK COUNTY RECORDER

which is organized and existing under the laws of 111inois 205 North Church Street, Rockford, Illinois 61101 address is

, and whose

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

Thirty Five Thousand Six Hundred and no/100- -- Dollars (U.S. \$ **35,600.00**

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 July 2023 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the rivote, with interest, and all renewals,

extensions and modifications; (b) the payment of all other sums, with interest, advanced studer 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 COOK County, Illinois: described property located in

THE EAST 8 FEET OF LOT 27 AND LOT 26 (EXCEPT THE EAST 17 FEET) IN BLOCK 2 IN CHICAGO TITLE AND TRUST COMPANY'S ADDITION TO PULLMAN, OF PART OF THE NORTHEAST 7 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 25-15-213-066

SEE ATTACHED SUPPLEMENT TO FIRM COMMITMENT which is attached to this mortgage and made a part hereof. SEE ATTACHED ADDENDUM Provisions pertaining to advances are contained in the Rehabilitation Rider which is attached to this mortgage, and made a 93484766 part hereof.

which has the address of 60628 Illinois

704 E. 105th Street

Chicago [Street, City],

{Zip Code} ("Property Address");

FHA Hinois Mortgage - 2/91

4R(IL) (9103)

Page 1 of 6 VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

"OFFICIAL SEAL" Lanet Huff Ly Public, State of Illinois Commission Expires 1/6/97	Inc., Prop. 6 of 6	This Instrument was prepared by: 205 Rockford Mortgag Co., 205 Rockford Church Street Rockford, Illinois 611
to be the same person(s) whose name(s) whose name(s) owh diged that so he in the uses and purposes, therein set forth. I 993	and and the day in person, and acking	inhwribed to the foregoing instrument, apposing instrument, apposite and delivered the said instrument of the factory of the f
. डड: r said county and state do hereby certify	COOK County Public in and for	Her Kimberly Jones, Cachaer Les undersigned STATE OF ILLISOIS,
-Bottouet	Partitionet	
(Jao2) (Jao2)	Or ([Eas])	
(leak) Limit Li	idl ni bənisinoə errnəl ərli ol ezərgə des el Mulmid enol. vi rədmiği	BY SIGNING BELOW, Borrower accept executed by Borrower and recorded with it. Winterser
[X] Other [Specify] Rehabilitation Loan Agreement Addendum	Ciraduated Paymont Rider Growing Equity Rider	(Check applicable box(es)) Condominium Rider Planned Unit Development Rider

20. Riders to inia 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 it the rider(s) were a part of this Security Instrument.

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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 tax, 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 firstrument; (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 wal 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 of 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 assument 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.





Fifth, to late charges due under the Note.

Fourth, to amortization of the principal of the Note;

Third, to interest due under the Note;

premiums, as required:

Second, to any taxes, special assessments, leasohold payments or ground tents, and fire, flood and other bazard insurance instead of the monthly mortgage insurance premium:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary

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

creduced 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 account shall be metalinean that Lender has not become obligated to pay to the Secretary, and Lender shall promptly civind any excess funds to be credited with the balance remaining for all installments for items (a), (b), and (c) and any mergage insurance premium

If Borrower tenders to Lender the full payment of all sums secured by this Security instrupent, Borrower's account shall one-half percent of the outstanding principal balance due on the Note. or it this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twellth of ensurance premium with Lender one month prior to the date the full annual moragage insurance premium is the to the Secretary. monthly inscribinent of the mortgage insurance premium shall be in an amount will cient to accumulate the full annual mortgage

(1) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each shall also include either: (i) an installment of the annual mortgage instrance premium to be paid by Lender to the Secretary, or destynee. In any year in which the Lender must pay a mortgage in coance premium to the Secretary, each monthly payment es used in this Security Instrument, "Secretary" mean, the Secretary of Housing and Urban Development or his or her

deficiency on or before the date the item becomes ducor to is insufficient to pay the item when due, their Potrower shall pay to Lender any amount necessary to make up the sub×quent payments by Borrowert, at the option of detrowert. If the total of the payments made by Borrower for item (a), (b), reliend the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the e-timated payments to amount of payments required to pay such dens when due, and if payments on the Note are current, then Lender shall either payments for such items payable to Lendir prior to the due dates of such items, exceeds by more than one-sixth the estimated

If at any time total of the peyerents held by Lender for items (a), (b), and (c), together with the future monthly

become delinquent. Lender shiph hold the amounts collected in trust to pay items (a), (b), and (c) before they become full amount for each item shall be accumulated by Lender within a period ending one month before an item would by Lender, plus an activities of the estimated amountain an additional balance of not more than one-sixth of the estimated amounts. The Each monthly restellment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated

premiuras for inscrance required by paragraph 4. assessments lected or to be levied against the Property, (b) leasehold payments or 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

2. Monthly Payments of Taxes, Insurance and Other Charges, Borrower shall include in each monthly payment.

debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the

and will detend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants BIORROWER COVENAUTS that Borrower is lawfully sersed of the estate beteby conveyed and has the right to mongage.

" Arregord" and sustrictionalist definition and or bereated at the property. All replacements and additions shall also be covered by this Security Instrument. All or the progenus appurtenunces, reals, injulities, initietis), oil and gas rights and profits, water rights and stock and all fixtures now or becautive in TOONTHER WITH all the improvements now or becauter excited on the property, and at exercises, trans-



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 Sixty Days (60)
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) Sale Witnest 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 transfer cd (other than by devise or descent) by the Borrower, and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary
 - (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not require such payments. Lender does not require 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 impactiate 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 properties in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium, to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immodiate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right (pplies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump soor 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 Walver. 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.

renewals shalt be held by Lender and shall include loss payable clauses in lavor of, and in a form acceptable to, Lenderequited by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any mante all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent msurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Horrower shall also existence of subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires 4. Fire, Flood and Other Hazard Insurance, Bortoner shall insprovements on the Property, whether now in

commit ballings (flegs) time aver any uncount sequired to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds of the darsayed Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the delanquent answare applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair funder, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any directly to Lender, instead of 10 Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made

indebtedness, all right, title and interest of Borrower in and to maurance policies in force shall pass to the purchaser. In the event of 10 colours of this Security Instrument or other transfer of title to the Property that extinguishes the

florrower acquires fee tills to the Property, the leasehold and fee tille soal, not be merged unless Lender agrees to the merger in pencipal residence. If this Security instrument is on a leasehold, be tower shall comply with the provisions of the lease. If evidenced by the Mote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan Property. Borrower shall also be in default. if Borrower, du int the loan application process, gave materially false or inaccurate abandoned or the loan is in default. Lender may take cestonable action to protect and preserve such vacant or abandoned the Property to determent, reasonable wear and tear excepted. Lender may inspect the Property it the Property is vacant or Atlanuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall nortly Lenders of any one year after the date of excupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least Leaseholds. Borrower shall occupy, e. ablish, and use the Property as Borrower's principal residence within sixty days after 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Londer's request Borrower shall prompily furmsh to Lender receipts evidencing these payments directly to the entry which is owed the payment. If failure to pay would adversely affect Lander's interest in the Property, upon municipal charges, fines and impositions that are not included in paragraph 2. Belower shall pay these obligations on time 6. Charges to Borrower and Protection of Lender's Rights in the Property Borrower shall pay all governmental or

A dqergered in benchinen eiten items mentioned in paragraph 2. and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, Defuding payment of in the Property teach as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations, then Lender may do and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights If Borrower fails to make these payments or the payments required by paragraph 2, or fails to porform any other covenants

this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Mote rate, and at the option of Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by

Lender, shall be minischalely due and payable.

application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are tris to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and 7. Condennation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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REHABILITATION LOAN AGREEMENT

This Agreement is made this 10 day o	f June , 19 93,
between Kimberly Jones	(Borrower) and
Rockford Mortgage Co., Inc.	_ (Lender) to establish the
conditions under which the lender will ad	vance proceeds of a loan to be
used to purchase and rehabilitate or re	efinance and rehabilitate the
property described below. The property	is located in the County of
, and State of Illinois a	and is described as:
THE EAST 8 FEET OF LOT 27 AND LOT 26 (EXCEPT IN CHICAGO TITLE AND TRUST COMPANY'S ADDITI NORTHEAST & OF SECTION 15, TOWNSHIP 37 NORTH PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TAX NUMBER: 25-15-213-066	ON TO PULLMAN, OF PART OF THE , RANGE 14, EAST OF THE THIRD

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- The loan will be in the principal sum of Thirty Five Thousand Six Hundred & no/100-Dollars (\$ **35,600.00**) to be advanced by Lender to Borrower as provided in this agreement un will be secured by a mortgage or deed of trust, which will be a first lien on the property.
- Payments required under the mortgace or deed of trust must be made by borrower on the date specified, even though the proposed rehabilitation or improvement may not be completed, or the property may not be suitable for occupancy, on the enticipated date.
- 3. The Lender intends to request the Assistant Secretary for Housing-Federal Housing Commissioner ("Commissioner") to insure the loan under the provisions of Section 203(k) of the National Housing Act; therefore, Borrower agrees to conform to, and to cause improvements to be constructed in conformance with, all requirements of the Commissioner. 93484706
- The Lender will place that portion of the principal amount of the mortgage allocated to rehabilitation in an interest bearing account, trust or escrow for the benefit of the Borrower. Lender shall release these funds by check, payable to the Porrower and appropriate payee who performed the work and supplied the materials in connection with this contract, at such times as the stages of construction are orplated. If a Mortgage Payment Reserve account is established, the lender may make draws from the account to make the monthly mortgage payments provided the Final Release Notice has not been issued.
- 5. The principal amount of the loan specified in paragraph 1 contains a contingency reserve. If the actual cost of rehabilitation exceeds the estimated cost of rehabilitation, the contingency reserve or any part thereof may, with the consent of the Commissioner, be paid to the Borrower or Contractor. If the contingency reserve or any part thereof is not so paid, the remaining balance will be applied as a partial prepayment of the loan; however, such prepayment will not extend or postpone the due date of any monthly installment due under the note, nor change the amount of such installments.

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- 6. The Borrower will complete all improvements on the property in accordance with the architectural exhibits as accepted by the Lender and/or Commissioner.
- Changes in the architectural exhibits must be approved in writing by the Lender and/or the Commissioner, prior to the beginning of the work.
- 8. Borrower will cause all improvements to be made in a workmanlike manner and in accordance with all applicable statutes and regulations. All licenses, permits and privileges required by local governmental authorities to rehabilitate the property will be obtained by the Borrower(s) or his/her contractor.
- 9. Representatives of the Lender and of the Commissioner shall have the right to enter upon the property at all times during the period of construction and on completion of construction to determine whether the work conforms with this agreement and to determine the amount of the loan to be released by the Lender.
- 10. Borrower will furnish such records, contracts, bills and other documents relating to property and improvements as the Lender or the Commissioner may require.
- 11. Without prior, written consent of Lender, no materials, equipment, fixtures or any part of improvements financed with this loan shall be purchased or installed subject to conditional sales contracts, security agreements, lease agreements or other arrangements whereby title is retained or the right is reserved or accrues to anyone to remove or repossess any item, or to consider it as personal property.
- 12. The Borrower shall cause either this instrument or the construction contract under which the improvements are to be made to be filed in the public records, if the effect of recording will be to relieve the mortgaged property from mechanics' and materialmen's liens. Before any advance under this agreement, the Lender may require the Borrower to obtain acknowledgement of payment and releases of lien from the contractor and all subcontractors and materialmen dealing directly with the principal contractor. These releases shall cover the period down to the date covered by the last advance, and concurrently with the final payment for the entire project. Such acknowledgements and releases shall be in the form required by local lien laws and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.
- 13. Borrower shall cause work to begin within 30 days following the date of this agreement. Borrower shall have work completed within four months following the date of this agreement. Work is to be performed with reasonable diligence, therefore, work is never to cease for more than 30 consecutive days. Should Borrower fail to comply with these terms, the Lender may refuse to make any further payments under this agreement. Any funds remaining in the Rehabilitation Escrow Account shall be applied as a prepayment to the mortgage.
- 14. In the event any Stop Notices, Notices to Withhold, Mechanics Liens, or claims of lien are filed against the property, Lender, after five (5) days' notice to the undersigned of its intention to do so, may pay any or all of such liens or claims, or may contest the validity of any of them, paying all costs and expenses of contesting the same.

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- 15. Failure of the Borrower to perform under the terms of this rehabilitation loan agreement shall make the loan amount, at the option of the lender, due and payable.
- 16. The accepted architectural exhibits are incorporated in this agreement.

REHABILITATION RIDER

- Loan proceeds are to be advanced for the rehabilitation of the premises in accordance with the Rehabilitation Loan Agreement dated 6/J0, 1993, between the borrower and lender. This agreement is incorporated by reference and made a part of this mortgage. No advances shall be made unless approved by a Direct Endorsement Underwriter or the Secretar, of Housing and Urban Development.
- 2. If the reliabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and the property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and be secured by the mortgage and be due and payable on demand with interest as set out in the note.
- 3. If the borrower fails to make any payment or to perform any other obligations under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of the lender, be in default.

6-10-13 Date

Date | 1983

Jumurly Johnson Kimber in Johnson

Mortgagor

Marroago

President

Title

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ADDENOUM

The lender shall accelerate all payments hereunder and require that the full amount of principal and interest be due and payable to lender within four (4) months from the execution of this mortgage, if all repairs required at the time of closing are not completed on or before the 10 day of October , 19 93 . All other terms supported in the Acceleration Clause of this mortgage shall apply specifically to this clause.

The undersigned expressly understands that the mortgage issued by Rockford Mortgage Co., Inc. will be assigned upon completion of the repairs to another mortgage company. In order to facilitate said assignment, all repairs must be completed within four (4) months from the date of closing. Failure to complete repairs and facilitate final closing of the escrow prohibits this assignment.

The undersigned specifically understands that the mortgage commitment issued at the time of the initial closing shall contain a clause stating that failure to complete all of said repairs within four (4) months shall result in the note being due and payable in full at the end of four (4) months from the date of its issuance.

Executed	this	10	day	of	June		_, 19	93.	\mathcal{A}	
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							Kimbe	rly Jone]//	
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