95%645/5

93494312

## FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131-7105930-703

This Mortgach ("Socurity Instrument") is given on

MAY 28

,19 93

NANCY J ZINNEMAN, AS A SINGLE PERSON

DEPT-01 RECORDING \$29.50 T41111 TRAN 0446 06/28/93 15:13:00 \*--93-494312 27377 ¥

COOK COUNTY RECORDER

79 12 163RD. ST., TINLEY PARK, IL 60477

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

CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION

which is organized and existing under the 1/45 of UNITED STATES OF AMERICA address is 170 N. OTTAWA ST.

JOLIET, IL 60431

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

SEVENTY TWO THOUSAND NINE HUNDRED FIFTY AND NO/100

Dollars (U.S.\$ 72,950.00

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 1,2023 This Security Instrument secures to Lender: (a) the repayment of the door evidenced by the Note, with interest, and all renewals, extensions and modifications: (b) the payment of all other sum, with interest, advanced under paragraph 6 to protect the security of this Security Instrument: and (c) the performance of Posower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby rilortgage, grant and convey to Lender the following described property located in COOK

UNIT 155 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BREMENTOWNE ESTATES CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 21974865 THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, FANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which has the address of 7913 163RD, ST.

(Street)

TINLEY PARK (City)

Birnois

(Zip Code)

60477

("Property Address");

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.

FHA ILLINOIS MORTGAGE FORM Form 8891 (8909)

Page 1 of 4

# MTG1

All Borrower's Must Initial Loan ID: 0000708646; 410500

27-24-38-025-12

- Late Charge. Burrowe shall pal when due the principal of, and interest 1. Payment of Principal.
- 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 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 of 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 the 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 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 Londer any amount recessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her Gesignee. Most Security instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security instrument is or was insured under a program which include either: (i) an installment of the entire mortgage insurance premium, then each monthly payment shall also include either: (ii) an installment of the annual mortgage insurance premium to 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 montgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium 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 have reflected to one-half percent of the outstanding principal balance due on the Note. a program which

If Borrower tenders 1, ender 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 Linder has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrowar. 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, unless Borrower paid the entire mortgage insurance premium when this Security instrument risk lighted;

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;

4. Fire, Flood and Other Hazard Insurance. Burewer 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 manifold in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Prope ty, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All inclurance shall be carried with companies approved by Lender. The insurance policies and renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is roleby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any position of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which its referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount extend to pay all outstanding indebtedness under the Note and this Security Instrument shalf be paid to the end; legally entitled therefor.

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 locce shall pass to the purchaser.

- 6. Preservation and Maintenance of the Property, Leaseholds. Borrower shall no corimit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable with and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in dulativ. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security in the leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and tee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, lines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.
- If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

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

Borrower's Must Initial Page 2 of 4 Loan II

- (a) Default. Lender man except a mine by regulators issued to the declary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument it:
  - (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 Walver. 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.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure o pay an amount due under the Note or this Security Instrument. This right applies even after toreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump aum 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 proceeding. If you reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if inche 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. Berrower Not Released: Forhestance by Lender Not a Walver. Extension of the time of payment or modification of amortization of the sum societable by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the flability 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 facured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. If by forbeatance by Lender in exercising any right or remedy shall not be a waver of or preclude the exercise or any right or remedy shall
- 12. Successors and Assigns Bound; Joint inc Beveral Liability; Co-Signers. The covenants and agreements of this Security instrument shall bind and benefit the incressors 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 Notal (2) 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 accommodation 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 n this Society instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of notice 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 plun to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be gover led by Federal law and the law of the purisdiction in which the Property is located. In the event that any provision of 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.
  - 16. Berrower's Copy. Borrower shall be given one conformed copy of this Security les ument.
- 18. 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 'lelips directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to 3crrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive 'il rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents criss lutes 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'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 18.

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.

All Borrower's Must Initial Loan ID: 0000708646, 93050984

- 17. Foreclasure Procedure. Il Lender requires immediate payment in full under paragraph 9, Lender may foreclasse this Security Instrument by judicial proceeding, and any remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Referee. 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.
- 15. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 DAYS. Irom the date hereof, Lender may, at its option and not withstanding 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 180 DAYS. Irom the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the largeoing, 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.

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

with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. (Check application Box(es)). Condominium Rider Adjustable Rate Rider Growing Equity Rider Planned Unit Development # Jer Other Gradijated Payment Rider BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security instrument, and in any rider(s) executed by Borrower and recurred with it. Witness: (Seal) (Soal) (Seal) (Seal) STATE OF ILLINOIS, WILL County 87. in sind for said county and state. a Notary Public 4 THE UNDERSTONED do hereby certify that NANCY J ZINNEMAN, AS A SINGLE PERSON , personally known to me to be the same personally whose name(s) ARE- 13 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged in the THEY SHE signed and delivered the said instrument as THELP ISC free and voluntary act, to the uses and puposes therein set forth. 19 93 Given under my hand and official seal, this 28 TH day of My Commission expires OFFICIAL SEAL" Michael J. Korst Notary Public, State of Illinois My Commission Expires 10/15/93 This instrument was property by

G494312

115 E. WASHINGTON STREET

(Address)

BLOOMINGTON, IL 81701

Loan D: 0000708645, 93050984

RETURN TO: CHAMPION FEDERAL SAVINGS AND LOAN 115 E. WASHINGTON

> BLOOMINGTON, IL 61701 ATTN: HOMELIGHT CENTRAL

## UNOFFICIAL COPY CONDOMINIUM RIDER 9 1 3 1 2

THIS CONDOMINIUM RIDER is made this 21TH day of MAY deemed to amend and supplement the Motigage, Dead of Trust of Security Dead (If	1993, and is incorporated into and shall be "Security Instrument") of the same date given by
the undersigned (the "Borrower") to secure Borrower's Note to	ERAL SAVINGS AND LOAN ASSOCIATIO
7913 163RD, ST., TINLEY PARK, IL 50477	
(Property Address)	
The Property includes a unit in, together with an undivided interest in the common ele	ements of, a condomitium project known as:
BREMENT OWNE ESTATES (Name of Condominum Project)	
(the "Condominium Project"). If the owners association or other entity which act Association") holds title to property for the benefit or use of its members or share Interest in the Owners Association and the uses, proceeds and benefits of Borrower's	holders, the Property also includes Borrower's
CONDOMINIUM COVENANTS. In addition to the covenants and agreements ribender further covenant and agree as follows:	made in the Security Instrument, Borrower and
A. Condominium Colligations. Borrower shall perform all of Borrower's of Constituent Documents. The "Constituent Documents" are the: (i) Declaration Condominium Project; (ii) by-laws, (iii) code of regulations; and (iv) other equivalent tidue, all dues and assessments imposed pursuant to the Constituent Documents.	or any other document which creates the
B. Hazard Insurance. So long as the Owners Association maintains, with a geni "blanket" policy on the Condominium Prujer. Witch is satisfactory to Lendar and which for the periods, and against the hazards Lender wouldes, including fire and hazards then:	h provides insurance coverage in the amounts,
(i) Lender waives the provision in Uniform Ocveriant 2 for the monthly payment installments for hazard insurance on the Property; and	to Lander of one-twelfth of the yearly premium
(ii) Borrower's obligation under Uniform Covenary 5 to maintain hazard instantished to the extent that the required coverage is provided by the Owners Association Borrower shall give Lender prompt notice of any tapse in required hazard insurance.	in policy.
In the event of a distribution of hazard insurance proceeds in lieu or restoration or to the unit or to common elements, any proceeds payable to Borrower are herebapplication to the sums secured by the Security Instrument, with any excess paid to Borrower.	repair following a loss to the Property, whether by assigned and shall be paid to Lender for
C. Public Liability insurance. Borrower shall take such actions as may be reas natintains a public liability insurance policy acceptable in form, amount, and exten of contractions.	coverage to Lander.
D. Condemnation. The proceeds of any award or claim for damages, other connection with any condemnation or other taking of all or any part of the Property, wor for any conveyance in lieu of condemnation, are hereby assigned and shall be paid and the sums secured by the Security Instrument as provided in Uniform Covena.	teiner of the unit or of the common elements, to Lenier. Such proceeds shall be applied by
E. Lander's Prior Consent. Borrower shall not, except after notice to Lender at partition or subdivide the Property or consent to:  (i) the abandonment or termination of the Condominium Project, except for abandonment.	nd with Lander's prior written consent, either
ase of substantial destruction by fire or other casualty or in the case of a taking by con (ii) any amendment to any provision of the Constituent Documents if the provision (iii) termination of professional management and assumption of self-management (iv) any action which would have the effect of rendering the public liability ins association unacceptable to Lender.	ndemnation or eminent domain; in is for the express benefit of Lender; it of the Owners Association; or iurance coverage maintained by the Owners
F. Remedies. If Borrower does not pay condominium dues and assessments we mounts dispursed by Lender under this paragraph F shall become additional debt of niess Borrower and Lender agree to other terms of payment, these amounts shall be Note rate and shall be payable, with interest, upon notice from Lender to Borrower remains and shall be payable.	Borrower secured by the Security Instrument, ear interest from the date of disbursement at
Y SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contain	August 10
NANCY A.	INNEMAN (Seal)
	(Seal)
***************************************	(380)
LTISTATE COMPONENTIAL RIDER- Single Family Family Map/Frontle Mad UNIFORM INSTRUMENT	Form 3140 9/90 FXCONDO

Loan D:0000708645 93050984