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State of Illinois

MORTGAGE

FHA Case No.

1317168556703

60207055

THIS MORTGAGE ("Security Instrument") is made on June 29th, 1993

The Mortgagor is JEROME SANDERS, AND JOYCE DAVIS SANDERS, HIS WIFE

whose address is 541 S 50TH BELLWOOD, IL 60104

MARGARETTEN & COMPANY, INC. ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of the State of New Jersey, and whose
address is One Ronson Road, Iselin, New Jersey, 08830

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

Ninety- Five Thousand, Nine Hundred Forty- Four and 00/100
Dollars (U.S. \$ 95,944.00). 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 1st, 2023. 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:

THE SOUTH 38.0 FEET OF THE NORTH 302.5 FEET OF LOT 15 IN
E.A CUMMINGS AND CO.'S GARDEN HOME ADDITION BEING A
SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 8
AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 8, LYING ~~SOUTH~~ OF THE INDIAN BOUNDARY LINE AND
NORTH OF BUTTERFIELD ROAD ALL IN TOWNSHIP 39 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN#15-08-314-029-0000

RECORDING
T#1111 TRAN 0864 07/21/93 11:30:00
\$7427 * 93-565868
COOK COUNTY RECORDER

DEPT-01 RECORDING \$27.50
T#1111 TRAN 0864 07/21/93 12:25:00
\$767 * 93-565868
COOK COUNTY RECORDER

93565868

which has the address of

541 S 50TH BELLWOOD, IL 60104

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.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

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 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 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 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" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage 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 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 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 and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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 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 hereby 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 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.**

Borrower 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 beyond Borrower's control. Borrower shall notify Lenders 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 may 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 process, 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 fee 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, fines 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 the Lender, shall be immediately due and payable.

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from exercising his rights under this Paragraph 16.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Security only.

15. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.
16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property to
Borrower under nondemandable assignments and transfers to Lender all the rents and revenues of the Property to
pay the rents to Lender's assignee. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant
or agreement in the Security Instrument and receive all rents and revenues of the Property to the Lender for the
benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for the
benefit of Lender and Borrower.

the applicable law, such conflict shall not preclude the parties from proceeding with their claims and defenses as provided in this Note which can be given effect without the conflict of laws provisions.

selected program or any address Lender designs by notice to Borrower, any notice provided for in this Paragraph shall be deemed given to Borrower or Lender when given as provided in this Paragraph.

with regard to the terms of this Security Instrument or the route which Borrower will take to deliver it or by mailing it by first class mail unless Borrower provides notice of another method. The notice shall be directed to the Property Address or any other address Borrower specifies by notice to Lender. Any notice shall be given by U.S. Mail to Lender's address as set forth below or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be delivered by registered or certified mail, postage prepaid, to Lender at its address as set forth above.

execute the Note; (b) is co-signing this Security Instrument only to mortgage; (c) am and convey that Borrower's interest in the property under the terms of this Security Instrument only after Borrower fails to pay the sums secured by this Security Instrument and receives notice of such failure; (d) is co-signing this Security Instrument only to make any accommodations with regard to the terms of this Note without Borrower's consent; (e) is not personally obligated to pay the sums secured by this Security Instrument and (f) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Note without Borrower's consent.

12. Successors and Assigns: Joint and several liability; Co-signers and co-instruments and beneficiaries of the documents.

proceedings against any successor in interest of trustee or creditor under the original agreement or otherwise, thereby limiting the right of any creditor to sue for recovery of amounts due him under the original agreement.

the Priority of the lien created by this Security Instrument.
11. Borrower shall Release all Real estate held by this Security Instrument.
12. Borrower shall pay all amounts due under this Note and the promissory note or notes referred to in paragraph 10(a) and the promissory note or notes referred to in paragraph 10(b) in full, and shall pay all costs and expenses incurred by the Lender in connection therewith.

by Borrower, this Security Instrument and all documents, tools and equipment used in connection therewith, shall remain in the sole possession of Lender until such time as all obligations of Borrower hereunder have been satisfied.

10. **Reinsurance** is solely due to Lender to remain a montague insurance premium to the beneficiary; **Borrower's failure to pay an amount due under the Note or this Security instrument to the beneficiary to be entitled to receive immediate payment in full because of non-delivery of documents** and reasonable attorney fees and expenses properly associated with the foreclosure proceeding.

notwithstanding anything in Paragraph 9, require immediate payment in full of sums received by such
latter instrument. A written statement of any unauthorized agent of the Secretary dated subsequent to 60 days from the date hereof,
delinquent to insure this Secrecy in instrument and the note secured thereby, shall be deemed conclusive proof of such
ineligibility. Notwithstanding the foregoing, this option may not be exercised by render the unavailability of
information is solely due to render it unable to remain in more than a reasonable premium to the beneficiary.

(e) **Mandatory Non-Disclosure.** Borrower agrees that should this Security Interest be repossessed or repossessed in its entirety by Repossessor, not be liable for any attorney's fees or expenses incurred by Repossessor in connection therewith.

(c) **No Waver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not authorize collection or recollection of not permitted by regulations of the Secretary.

(d) **Regulations of HUD Secretary.** Lender does not waive its rights with respect to subsequent events. In the case of private payments, Lender may require immediate payment in full and foreclose if not paid. This Secretary will limit Lender's rights in the case of private payments by regulations of the Secretary.

(iii) The property is not occupied by the purchaser 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 Secrecy Act.

(c) same or similar amounts, if applicable; however, if the amount is not determinable, the amount paid up to the date of transfer, less the amount paid up to the date of transfer by the transferee, shall be the amount paid up to the date of transfer.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(c) Borrower defaulter by failing to pay in full all sums secured by this Security Instrument prior to or on the due date of the next monthly payment, or

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require payment of all amounts due under this Note and interest thereon at the rate of 12% per annum.

(b) Fees. Lender may collect fees and charges authorized by the Secretary.

(c) Grounds for Acceleration of Debt. Lender may accelerate all obligations under this Note if:

- (i) the Borrower fails to pay any amount when due;
- (ii) the Borrower commits a material breach of any term or condition of this Note or any other agreement between the Borrower and Lender;
- (iii) the Borrower files for bankruptcy or becomes insolvent; or
- (iv) the Borrower dies or becomes incapacitated.

(d) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, require payment of all amounts due under this Note and interest thereon at the rate of 12% per annum.

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.

condemnation or other taking of any property, or for convenience in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the liability under the Note and this Security Instrument.