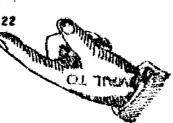
FIRST HORTGAGE CORPORATION 1 GOVERNORS HIGHWAY

PLOSSMOOR, ILLINO15 60422



93576388

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MORTGAGE

FHA Case No.

131:7160704:729

THIS MORTGAGE ("Security Instrument") is given on

JULY 1st 1993

. The Mortgagor is

JOYCE D RANDLE MARTIED TO ANDREW BESTER

("Borrower"). This Society Insurance is given to

93576388

THE FIRST MORTGAGE CORPORATION

which is organized and existing under the laws of ILLINOIS , and whose

address is 19831 GOVERNORS HIGHWAY, FLUSSMOOR, ILLINOIS 60422

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

FIFTY NINE THOUSAND FOUR HUNDRED THIRTY ONE AND 00/100

Dollars (U.S. \$ 59431,00

This dobt 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 ... Jill Y Ist 2023 Instrument secures to Lender: (a) the repayment of the dobt evidenced by the Note, with Interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, ad an ed 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 we tender the following described property located in County, Illuois: COOK

LOT 34 IN BLOCK 11 IN VILLAGE OF PARK FOREST AREA NUMBER 2, BEING A SUBDIVI-SION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX 1.0.#31-36-103-044

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which has the address of 112 PEACH ST, PARK FOREST, Hümerle

|Street, Cityl.

60466

(Sip Code)("Property Address");

-421(IL) (#103)

VMP MORTGAGE FORMS - (\$13)249-8100 - (800)821-7891

FHA History Murigage 3 2/91

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenances, rents, royalties, minoral, 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 seised 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the dobt 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 recount 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 be accumulated in trust to pay items (a), (b), and (c) before they become delanquent.

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 Leo a prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such these when due, and if payments on the Note are current, then I ender 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 Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "So retary" 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 exercitage 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 Horrower tenders to Londer the full payment of all sums secured of this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), rad (c) and any mortgage insurance premium installment that Londer 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, Good and other hazard insurance premiums, as required;

Third, to interest the under the Note:

Fourth, to amortization of the principal of the Note:

Finb, in late charges due under the Note.

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Page 2 of 6

mitate:

A. 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 fointly. 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 propayment 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 mountly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess bearance 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 floreness in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Proservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, on blish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument act shall continue to occupy the Property as Borrower's principal residence for at least one year after the time of occupancy, unless at a Secretary determines this requirement will cause undue hardship for Borrower, or unless extensions exist. Thich are beyond Borrower's control. Borrower shall notify Leaders of any extensions circumstances. Borrower shall not commit waste or destroy, dataage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tour excepted. Leader may inspect the Property if the Property is vacant or abandoned or the loan is in default. Leader may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the love application process, gave materially faise or inaccurate information or statements to Leader (or failed to provide Leader with any material information) in connection with the loan evidenced by the Note, becauty instrument is on a leasehold, Borrower shall conver's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall converse Leader agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Londer 1 rights in the Property. Borrower shall pay all governmental or manicipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay those obligations on time directly to the ontity which is await the payment. If failure to pay would adversely affect bender's interest in the Property, upon Londor's request Burrower shall promptly furnish to bender receipts evidencing these payments.

If Sorrower latte to make those payments or the payments request by paragraph 2, or fails to perform any other coverants said agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect a confer in the Property (such as a proceeding in bunkruptcy, for condemnation or to enforce laws or regulations), then I ember may do and pay whatever is necessary to protect the value of the Property and Lender's right. In the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Londer under this paragraph shall become an additional lebt of Borrower and be secured by the Security Instrument. These amounts shall bear interest from the date of distancement, at the Fote rate, and at the option of Lender, shall be immediately due sist payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequencial in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation are beselve assigned and a shall be paid to Londer to the extent of the full amount of the indebtedness that remains unpaid made. To blote and this Security Instrument, The indebtedness under the Note and this Security Instrument, The indebtedness under the Note and this Security Instrument, There is any delinquest amounts applied in the order provided in paragraph 3, and then to prepayment of principal shall not extend or positions due date of the monthly payments, which say referred to in Control of the date of the monthly payments, which say referred to in Control of the date of the monthly payments.

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paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay aif outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- \$. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.

- (a) Default. Londor 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 Secucity 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 acres so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Society.
- (c) No Walver. A 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 acceptation 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 for require immediate payment in full of all sums secured by this Security Instrument. A written statement of any autoritized 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 ontion may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a northing 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's half tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of forecover 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 temmediate 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 inomediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the lumber, 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. I ender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or other with modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's Encrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or precious the exercise of any right or remedy.

-4H(IL) (#103)

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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 9.5. 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 mentgage, 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 same secured by this Security Instrument or the 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 minling 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. Coverating Laws 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 me declared to be severable.
 - 15. Borrawer's Cury. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of P. ntr. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property, Borrower authorize Under or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Londer's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any coverant or agreement in the fee civity Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Londer and Forrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional accurity only.

If Londor gives notice of breach to florre wee; (a) all rents received by florrower shall be held by Borrower at trustee for benefit of Londor only, to be applied to the sums secured by the Security Instrument; (b) Londor 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 anpaid to Lender or Lender's agent on Lender's written domand to the tenant.

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

Londer shall not be required to enter upon, take control of er published 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 remainly of Lender. This assignment of rents of the Property shall normhate when the debt secured by the Security Instrument is paid to fail.

NON-UNIPORM COVENANTS. Borrower and Lender further covenant and agr o an follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in fact order paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remadies provided in this paragraph 17, including, but not limited to, reasonable after eye few and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender study release this Security Instrument without charge to Borrower shall pay any recordation costs.
 - 19. Walver of Homestend. Borrower waives all right of homestend exemption in the Property.

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Condominium Paler Planned Unit Devolong and Ricicr	Graduated Payment Rider Growing Equity Rider	[X] Other [specify] ADJUSTABLE RATE REDER
BY SIGNING BELOW, Barrower acce	As and agrees to the terms contained i	n this Security Instrument (and in any rider(:
utocuted by Borrawer and recorded with it." Witnesses:	C See	4 Dasses (Seal
CENCIL 1 SERVICE	JOYEE D RAN	DLE Borrawe
V	Andrew Besti This Documen	NT SOLELY FOR THE PURPOSE OF
والمراجعة	PERFECTING 1	HIS WAIVER OF HOMESTEAD.)(Scal
	-Autrawst	Horrows
TATE OF ILLINOIS, Cook	Cat	nity se:
the undersigned	, a Notary Public in and to	r sold county and state do hereby certify that
JOYCE D RANDLE MARRIE JOYCE D RANDLE	D TO ANDREW BESTER AND ANDE	REW DESTER MARRIED TO me to be the same person(s) whose name(s)
ubscribed to the foregoing instrument, appearing and delivered the said instrument as Given under my hand and official seal, the	ared before me this day in person, and ac THIER free and voluntary act, for th	
Ay Commission Expires:	(£	MCCU 1397VILLECIE

THE REPORT OF THE PERSON OF TH

1983) GOVERNORS HIGHWAY FLOSSMOOR, IL 60422 93576388

FIIA Case No.
131:7160704:729

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this

1 st. 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 FIRST MORTGAGE CORPORATION.

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

112 PEACH ST, PARK FOREST, 1L 60466 [Property Address]

THE POTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTELEST 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 Londor further covenant and agree as follows:

INTEREST RATE AND MONULLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of OCTOBER 15t . 1994, and on that day of each succeeding year. "Change Date" me in: each date on which the interest rate could change.

(B) The Index

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Beginning with the first Change Date, the letterest 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 Pederal 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 used in this Rider, 'Se retary means the Secretary of Housing and Urban Dovelopment or his or her designee." Lender will give Borro vernotice 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 percentage point(s) (2.000 %) 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 (D) of this Rider, 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 wint (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher on lower than the initial interest rate.

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VM# MORTGAGE FORMS - (315)283-8100 - (800)85 (-729)

(E) Calculation of Payment Change

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 substantially equal payments. In making such calculation, 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 menthly payment of principal and interest.

(P) Notice of Changes

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Londer will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viil) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Ruler will become effective on the Change List. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs r. le ist 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrowe vall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph, (12) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with panagraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment ranount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the retain to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the No e rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, B	orrower accepts an I agrees to the terms and cover	nants contained in this Adjustable
20YCE/O RANDLE	-Borrower	-Borrower (Scal) -Borrower
چىلىنىدى <u>نىڭ دونىڭ دونىڭ دونىڭ ئۆرۈ</u> نىدى ئالىرىكى ئالىرىكى ئالىرىكى ئالىرىكى ئالىرىكى ئالىرىكى ئالىرىكى ئالىرىكى	-{Space Below Thic Line Reserved for Acknowle (gasent)-	4,
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