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NIDWEST FUNDING CORPORATION 1020 31ST STREET, SUITE 401 DOWNERS GROVE, TELINOTS 60515



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LOAN NO. 2592037

## STATE OF ILLINOIS

## Charles Teacher and the substitute of the FHA: MORTGAGE Charles

FHA CASE NO.

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which is organized and source, under the laws of ILLINOIS and whose address is 1020 31st Straet, Solte 300, Downers Grove, IL 60515

("Lender"): Borrower owee Lender the principal sum of Starty Thousand Four Hundred Dollars 12 and 60/100 Dollars (U.S. \$ 80,400:00

Dollars (U.S. \$ 6 0 . 4 0 0 . 0 0 ). 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 August 1 . 2 0 2 3 . This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and if relevants, extensions and modifications; (b) the payment of all other sums, with the Security Instrument and (c) the performance of the Security Instrument and (c) the security Instrument and (c) the performance of the Security Instrument and (c) the se 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 County, Illinois: COOK

LOT 1 AND 2 IN BLOCK 36 IN WASHINGTON ACTIONS. IN SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY.

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which has the address of 120 10 90 2 \$. HERMOSA AVENUE segrence is considered to the segrence of the segrence

COOK COUNTY RECORDER

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 selzed 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. Asserts a success for the anealth of each of the property of the control of the analysis of the analys The first montages come to be seek and Late Charge. First see that tray when due the principal of, and angrest on the document and the first part of the configuration of the seed of the configuration and configuration.

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7-(10-6)/1090//TLLOYLL/08 on a leasehold, Sorrower shall comply with the provisions of the lease. If Sorrower acquires lee shall comply with the provisions of the lease. If Sorrower acquires lee shall comply with the provisions of the merged in Sorrower shall comply with the provisions in the Property. Sorrower shall solve and the property solve and the property solve and the property solve and the property solve and the shall solve and the payment of the solve and the payments of the solve and the payments of the solve and the property solve and the payments of the payments of the payments and contained the payments of the HOSES OF then to prepayment of principal, Arry as con application processes gave materially take or insocuration or statements are processed information broader. As the including distriction or statements are processed information or statements and the processes or insocurations occupantly as a principal residence. If this Security instument is representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instument is beasehold, Sorrower stall comply with the provisions of the lesse, if Sorrower acquires tee title is the Property, the lesseshold and the principal residence to the provisions of the lesseshold and the principal residence of the lesseshold and the principal residence to the provisions of the lesseshold and the principal residence to the provisions of the lesseshold and the principal residence to the provisions of the provisions of the principal residence to the provisions of the lesseshold and the principal residence to the provisions of the provisions to the provisions of the principal residence to the provisions of the principal residence to the provisions of the p becausion for a recent one year when the constitution is not occurred in the recent of in the event of loss, Borrower, shall give Lender Immediat) notice by mail. Lender may make proof of loss if not have avent of loss, Borrower, shall give Lender Immediat) notice by mail. Lender may make proof of loss if not such loss directly to Lender, at its option, either (a) to the educar loss directly to Lender, at its option, either (a) to the educar in the indeptedness under the Note and this Security for the restoration or repair of the darranged property. Any applics lon of the proceeds to the principal shall not enough or postpone the dare of the inouthly payments which are refer to the principal shall not enough or postpone the dare of the inouthly payments which are refer to the principal shall not of such payments. Any excess incurranged property. Any application of the proceeds to the principal shall not at the event of tonecloaurs of the incurrange and under indeptedness, all fight, title and interest of the emitty legally entitled to pay all outstanding indebtedness the indeptedness, all fight, title and interest of Borrower of the instrument and shall continue to observe the principal shall be paid to the enterth of the Property; Property that extingulates are the purchaser. Any excess instrument shall be paid to the enterth of the Property; Property that extingulates are also one year after the instrument and shall continue to occupy the Property; Property the purchaser. Any excession, shall be not instrument and shall continue to occupy the Property; Property the purchaser are the purchase. Borrower shell step insure all improvements on the Property, whether now in existence or subsequently erected, against locate to the extension policies and any renewals shall insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be in laborated with companies approved by Lender. The insurance policies and any renewals shall be leader and shall include loss payable clauses in favor or, and in a form ecceptable to, Lender. 4. Fire, Flood and Other Hazard incuring: Borrower shall insure all improvements on the Property, whether frow in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which cander requires including the incurance shall be maintained in the amounts and for the periods that Lender requires. Figs. To the mortgage betweened with mortgage insurance premium to be paid by Lender to the Secretary or to the morthly charge by the Secretary instead of the morthly charge insurance premium;

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by Borrower for item (a), (b), or (c) is insufficient to pay ine item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the frem heromer shall pay to Lender any amount account necessary to make up the deficiency on or before the date the frem heromer shall pay to Lender any an origage insurance premium in the security instrument. Secretary, cities security instrument or he lender to her mortally hasturence premium after the date the free pay an origage insurance premium in this security instrument or the bander to he date the free free monthly instrument or the date in an anount sufficient to accomment the Secretary, each monthly charge the first second to one-twelling or all insurance premium after the first second to one-twelling or all instrument is being the insurance premium after the first second to one-twelling or all instruments is the date the first second to one-twelling for all instruments for the date shall be in an anount sufficient to accomment as second to the first second to the first second by the second to the first second with any and being the first second to the first se If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future morthly payments for such items, exceeds by more train one-stath the payments for such items, exceeds by more train one-stath the and (c) before they become delinquent. LOAN NO. 2592037

(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, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her cradit 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

(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 0 A Y S from the date hereof, Lender may, at its outling and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this churity Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 80 0 A S deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this 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 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 rainstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and masonable 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 it under 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 torsclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding. (ii) reinstatement will preclude foreclosure (n 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 priginal Borrower or Borrower's successor in Interest. Lender shall not be required to commence proceedings against any ruccessor 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 .en'edy.

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 Londer 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 s' al' 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 mall to Lender's address stated herein or any address Lender designates by notice to demover. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lendelanton given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Fierris, 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 Sacurity Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. FHA ILLINOIS MORTGAGE FORM ISC/FMOTIL//0891/(2-91)-L

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