UNOFFICIAL COPY JAMFIE BANK UNITED OF TEXAS FEB
DBA COMMONWEALTH UNITED HAS
1301 BASSWOOD; 4TH FUR: Less ton for designant of the end of the control SCHAUMBURG, ILLINOIS 60173 the event between the characters was a light or deal decomply and a company of the characters and the tendence l coun terroambaname ale apresa forgatamouran sa glancial e a ballerne en apart, di gorno chine arang cour, ca e. A templor Amunich har ampath be beinge attend if an extern aft above a reside. Her tare are a a covered on a found loss the highest of the other was that to a could be under the terminal three first to the could be Space Above This Line For Recording Data THA Case No. 1 - The State of the Control of the Co the information in the second control of the second of the with Miller and market at the throat THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 23, 1993 The Mortgagor is MATTIE BECKTON , A SPINSTER AND NATHANIEL BROWN, SR. , A BACHELOR AND FELIX JUNIEL, JR. , A DACHELOR ("Horrower"), This Security Instrument is given to BANK UNITED OF TEXAS OF RECORDING to the second \$31.50 which is organized and existing under the laws of the UNITED STATES Property of the ending of the whole who have the laws of the laws of the UNITED STATES Property of the ending of the laws of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the laws of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the laws of the UNITED STATES Property of the ending of the UNITED STATES Property of the end of the laws of the UNITED STATES Property of the end of the laws of the UNITED STATES Property of the end of the united States and the end of th address is 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027 nice was a derivation of training modes; to come that meets ("Lender"). Borrower, owes, Lender the principal sum of FORTY SEVEN THOUSAND ONE HUNDRED TWENTY FOUR AND 00/100 the statement of the engineering the profession of the state of the st Dollars (U.S. \$ 1 * * 47, 124,00). This debt is evidenced by Borrower's now 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 OCTOBER : 01, 1: 2008 and the second of This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renowals, extensions and modifications; (b) he payment of all other sums, with interest, advanced under paragraph 6 (to protect the security of this Scounty Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument of a the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in And the determination of the state of the control o County, Illinois: LOTS 15 AND 16 IN BLOCK 1 IN H. C. GARY'S ADDITION TO WEST PULLMAN, A SUBDIVISION OF THE NORTH 15 ACRES OF THE NORTH 26-2/3 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29. TOWNSHIP 37 NORTH, ARANGE 14 / EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. P. I.N. 25-29-407-061 mand that the transmission of the winds of the best of the best of the feedback of the control of the best of the be ्वार है। पूर्वीय संदर्भ में के पर क्षेत्रक कुमी और पर कलका है जो है। इस का वसकार है के बात में अपने की विकास क Completed programmed memory according to the collection of the collection of have been bounded put time increations of according that and came a comment of the set time of Strategy of a country to be a morning 12337 SOUTH GREEN STREET, CALUMET PARK South Street, City), which has the address of

Illinois

10002-4R(IL) (9212)

FHA Illinois Mortgage - 4/92

VINE MORTGAGE FORMS - (313)283-8100 ; (800)821-7261

[Zip Code] ("Property Address") and all leader, some and

m.BNB SR

UNOFFICIAL COPY

-1::008567356

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appuricuances, 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 do the Property. SCHARGEOR TENTENDED ROLLS

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 encombrances 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 debt evidenced by the Note and late charges due under the Note: white make the
- 2. Monthly Payments of Taxes, Insurance and Other Chargest Borrower shall include in each monthly payment, together with the officipal 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 at propent sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full arm of amount for each item shall be accumulated by Lender within a period ending one month before unifern would become confiduent. 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 proves 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 die

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 insure on premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance remium 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 fire. The colored provided as the colored state of the colored state and

If Borrower tenders to Lender the full payment of all sums accured by this Security Instrumen', Borrower's account shall be credited with the balance remaining for all installments for items (a), (b); and (c) and any nur leage 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), (c) and (c), (c) and (d), (d) and (e), (e) an

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: (1987)

THEOREM BYREND HOUSE CLESS Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

LFMIL 008567356

Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently elected, against any huzards, easualties, 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 creeted, 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 durate of the monthly payments which are referred to in paragraph 2, or change the amount of such payments! Any execus 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 force of this Security Instrument or other transfer of title to the Property that extinguishes the indehtedness, 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 externating circumstances exist which are beyond Borrower's control, Borrower shall notify Lender of any extenuating circums ances. 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 infor nation or statements to: Lender (or failed to provide Lender with any material information) in connection with the loan, syldenced 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 leaschold, Borrower shall comply with the provisions of the leas . It 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 Londer receipts evidencing these payments, and operating at the amount of operating or an action of the dealer to an animal experience of the second of the secon So imprograde an often Mode regional training of spaces with a consist and con-

Carry got first over a Sporall grand out of square but, and includes

- -19 If Borrower fails to make these payments or the payments required by paragraph 2, or less 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 calorce 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. to a strandard and the contract of the contrac
- and Any amounts disbursed by Londor 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. the factorial of the section of the entire of the factorial of the contract of the experience of the contract of the contract
- 1: 27. 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 Institutent, 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

mBSpon, 19. Initials



JNOFFICIAL COPY

008567356

0085673860 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.

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

9. Grounds for Acceleration of Debt.

- - (a) Default, Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior

- to or on the due date of the next monthly payment, or
 (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Will lout 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 tres sferred (other than by devise or descent) by the Borrower, and

- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Walver. If circumstance, 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 the by not be eligible for insurance under the National Housing of within 60 days from the date hereof, Lender may, at its option and not with standing 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 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 for going, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lende & billure to remit a mortgage insurance topromitten to the Secretary) between the detailers and the track of the control of the filter of the control o
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required into ediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This light applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall to get 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 reasonable and customary attorneys' fees and expenser properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Scourity Instrumentation of the second of
- 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for nayment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

48(IL) (9212)

MBSRMB. Initialis &

008567356

- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which 'ac Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with appricable 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. Buttower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property, Borrower authorizes Lender or Londe,'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 'he Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Londer and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional scenrity only.

If Lender gives notice of breach to Borrower: (a) all tents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secure 1 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 of 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 puid in full

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under purparaph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect of expenses incurred In pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees LA VARING J and costs of title evidence.
- 18. Rejease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
 - 19. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.

color observed same ship at our one around Aleman at a tale fregbalveradou beni store som vide att inn mediad beti begin mekationer blik () it bedter he besein i Dinnat The V . . . Such dead defined the continuous with the fire and volumer set. In the unit proposed

53 M to 0000 to 33 to

UNOFFICIAL COPY

LFMIL 008567356

name i provincia. Po seconomia i lono emino e e sul Esta metro i I del Esta metro.	8 to a tidet Autout, agreed however wence 💝 🧠 🦠
and the control of summer that the first of the control of the con	to an cathan foot of food after the contest of the selection of
and the control of th	
the ground product of the second state of the second secon	Control of the second of the s
The traper that the decrease has a second to the second and the second as the second and the second as the second	 One with the second control of the second control of
An Ottomboro galaxie but i the trace is a first in the	The first of the section of the sect
and the second of the military by the transfer much an engine of the con-	nanti danya wa salikiwa 2003 kwa maja 2003 Aliberatowa 200
Street from the of budy a flow of the texture restricts forces, the	para mandahan bermulah bermulah dalah dalah sebagai dan
grammagi, allah salaj da nuarisa gari, salam ta talah salam ata	
The marks are not the common forter relieves to the common to the common terms of the	
	and the distribution of the second
administrative and harden graduative groups that he have tra-	Page 8 Light Collaborary College Collaborary and Ad-
all satisfacing by the distalling operation is a long of its first	as called as to the contrate parameters by the contrate of
and any terminal at all a variety and around a spatial contractions.	ribus petron dans a bank de set unber distinctive.
20. Riders to this Security Instrument. If one or more ride	rs are executed by Borrower and recorded together with
this Security Instrument, the coverants of each such rider shall b	e incorporated into and shall amend and supplement the
covenants and agreements of this Security Instrument as if the applicable box(es)]	nder(s) were a part of this Security Instrument. [Check
Condominium Rider	ent Rider and the Other (Specify) and the object
Planned Unit Development Rider Growing Equity	Rider for the extension of the form of the form of
records and no trained to the late of the state of the st	alitaria pro la colonia de la calegación de la companya de la companya de la companya de la companya de la comp
and the opposite the second contraction is a second contraction of the	The section of the contract of the section of the s
The second secon	anter canada de la travella de la composition de la Maria de la confidencia de la Confedencia de la Confedencia Confedencia de la Confedencia de la Co
BY SIONING BELOW, Borrower accepts and agrees to the	terms nontained in this Security Instrument and in any
rider(s) executed by Borrower and recorded with it.	States are a first of the state
Withesses: the windth of which they we discontinuous for the best of the second of the	Can He Back Tax
and the Market Control of the Contro	MATCIE BECKTON
The state of the s	(7) M to R
AS WITNESSES TO THE SIGNATURE OF FELLY	
JUNIER JR.	NATHANIEL BLOWN, SR. Borrower
2 method source and a reduce of the contraction of	Total Distriction of the Control of
	Napos voluse i transce & anex been to C (Scal)
Terroradi Medagerian terther of hitting out tacke Barowa r graffe 1934 Terroradian diamageri, at hetentil tent had gelebatistick (Chil	FELIX JUNIEL, JR and Juney Regula Borrower
STATE OF ILLINOIS,	County ss:
in 12 at haderdeing of No	to the state of th
certify that MATTIE BECKTON AND NATHANIEL B	lary Public in and for said county and state do hereby ROWN, SR. AND FELIX JUNIEL, JR. O. J. O.
or a spirate with a linely	las
The Considering of Childh	of a malish as withere to
	somally known to me to be the same person(s) whose/
name(s) subscribed to the foregoing instrument, appeared before a The Y signed and delivered the said instrument as THET	
the 2 signed and delivered the said instrument as THEL.	R free and voluntary act, for the uses and purposes
Given under my hand and official seal, this 23	day of Slept 1993.
	Y SUN BURNEY
My Commission Expires:	MAN NOW NOW WORK
and the second of the second o	"OFFICIAL SEAL"
This Instrument was prepared by: MICHAEL BORTA	LYNDA S BUMSTEAD
-4R(IL) (9212) Pope 6 of 6	Notary Public, State of Illinois
	My Commission Expires 11/14/95 }