VA Form 16 6 110 (Home Cosm) Rev. August 1983 - Use Optional Section 1810, Julie 38, U.S.I. Acceptable to Pederal National Mortgage Association

### UNOFFICIAL COPY

ILLINOIS

**MORTGAGE** 

19MC# 762188-6 1J1 633542

THIS LOAN IS NOT ASSUMABLE **NOTICE: APPROVAL** WITHOUT THE OF **DEPARTMENT VETERANS AFFAIRS** OF **AUTHORIZED** AGENT. attached RIDER made of is part a instrument.

THIS INDESCORE, made this <u>1971</u>, day of <u>OCTOBER</u>, 1993 between JAMES LITTLE, JR., SYNGLE, NEVER MARRIED, 14225 NORMAL, RIVERDALE, ILLINOIS 60627, Mortgagor, and FLEET MORTGAGE CORP., 1226 WEST PARKLAND AVENUE, MILWAUKER, WISCONSIN 53224, a corporation organized and existing under the laws of CLASTATE OF RHODE ISLAND, Mortgagee.

WITNESSETT: That whereas no Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note executed and delivered by D. Mortgagor, in favor of the Mortgagoe, and bearing even date herewith, in the principal sum of SIXTY-SEVEN THOUSAND T'(R) IE HUNDRED TWENTY AND 00/100ths Dollars (\$67,320.00), payable with interest at the rate of SEVEN per centum (7.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagoe at its office in MILWAUKEE, V ISC DNSIN 53224 or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the axid principal and interest being payable in monthly installments of FOUR HUNDRED FORTY-SEVEN AND 89/100ths Dollars (5.47.89), beginning on the first day of DECEMBER, 1993, and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2023.

NOW, THEREFORE, the said Mortgagor, for the better securios of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 26 IN BLOCK 4 IN IVANHOE, BEING BRANIGAR BROTHERS' SUBDIVIS'ON OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 36 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOCIEWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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  - COOK COUNTY RECORDER

PIN # 29-04-302-013

TOGETHER with all and singular the tenements, hereditainents and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

2935

### **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

### UNOFFICIAL, COPY ,

PMC# 762188-6

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

#### AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men'or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the expership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuacce of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amortis, as may be required by the Mortgagee.

In case of the refusal or neview of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance fremiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) tays after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other surpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be are and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage, to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

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Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

hole payable on the note secured hereby.

shall be paid in a single payment each month, to be applied to the following items in the order stated:

- ground rents, if any, taxes, assessments, fire and other hazard insurance premiums; 1.
- 11. interest on the note secured hereby; and
- 111. amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling definquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Tristee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor stan tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the fortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortga ce acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subjacegraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under san' note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of su n oi, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness accord hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewing thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of leas "I not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mort ago: in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured noteby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to forcelose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is flied may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and VA Form 26-6310, Page 3 of 4

all such expenses shall be d in my decree foreclosing this

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto,

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singi, a and the term "Mortgagee" shall include any payce of the indebtedness hereby secured or any transferee thereof whether by upraction of law or otherwise.

WITNESS the hand and seal of the Wortgagor, the day and year first above written.

mortgage.

DAMES LIFT	YYVA	NO.	s A	BAL]			······································						[S	EAL)
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STATE OF ILLINOIS	MOKTGAGE	To the state of th	A CHARLES OF THE PARTY OF THE P	XXC. NO.	led for Record in the Recorder's Office of	Couny, Illinois,	the day of	D. 19 . 28 o'clock m.	d duly recorded in Book	əãcd ·	Clat.			

# UNOFFICIAL, COPY,

### Fleet Mortgage Corp.

VA Case # LH 633542

#### SECURITY INSTRUMENT RIDER

PMC# 762188-6

This Rider, attached to and made part of the Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between JAMES LITTLE, JR. (the "Borrower") and FLEET MORTGAGE CORP. (the "Lender") dated OCTOBER 13, 1993, revises the Security Instrument as follows:

- 1. <u>Due-On-Sale</u>: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferce, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of Chapter 37, title 38, United States Code.
- 2. Funding Fee: A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an odditional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, v. The option of the payer of the indebtedness hereby secured or any transferce thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- 3. Processing Charge: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holde or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the noder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veteran's Administration for a loan to which section 1814 of chapter 37, title 59. United States Code applies.
- 4. <u>Indemnity Liability</u>: If this obligation is a sumed, then the assumer thereby agrees to assume all of the obligations of the veteran under the terms of the ms' unents creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by his instrument.
- 5. The borrower further agrees that should this Security Instrument and the note secured hereby not be eligible for guarantee under the Servicemen's Readjustment Act of 194% as amended within 90 days from the date hereof (written statement of any officer of the Veteraus Administration or authorized agent of the Secretary of Veterans Affairs dated subsequent to the 90 days time from the date of this security instrument, declining to guarantee said note and this mortgage, being deemed conclusive proof of such ineligibility), the Lender or the Holder of the note may at its option declare all sums secured ierzby immediately due and payable.

Dated Octobes 13.53	
(Scal)	Borrowd JAMES LITTLE, JR.
(Seaf)	Borrower
(Scal)	Borrower
(Scat)	Borrower

PS-591 Revised 8/92\* Multistate VA Ruler 9384850

## **UNOFFICIAL COPY**

Proberty of Cook County Clark's Office

70.00

### UNOFFICIAL GORY.

WARRANTY DEED Illinois Statutory (Individual to Individual)

The grantors RUBEN C. CHUQUIMIA, married to Olga Chuquimia, of the village of Flossmoor, County of Cook, State of Illinois and EZEQUIEL CHUQUIMIA and MERCEDES CHUQUIMIA, his wife, of the village of Park Forest, County of Cook, State of Illinois, for and in consideration of TEN (\$10.00) AND NO/100THS DOLLARS, and other good and valuable consideration, in hand paid, CONVEY and WARRANT to ROSEMARY B.

of 1921 S. 2nd Street, Maywood, Illinois 60153, the following described Real Estate situated in the County of COOK, in the State of

Illinois, to wit:

1/5033/15

LOT 17 IN BLOCK 55 IN THE VILLAGE OF PARK FOREST AREA NO. 5, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1951 AS DOCUMENT NO. 15139014, IN COOK COUNTY, ILLINOIS.

Commonly known as: 340 Merrimac

P.I.N.: 31-36-310-036

Subject to: General taxes for 1993 and subsequent years, building lines and building lays and ordinances; zoning laws and ordinances; public and private reals and highways; easements for public utilities; other covenants and restrictions of record.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 4/6 day of corner (SEAL ZZEQUIEL CHUQUIMIA CHUQUIMIA 93849504 Chucian Kreeker, (SEAL) MERCEDES CHUQUIMIA/

THIS IS NOT HOMESTEAD PROPERTY PERTAINING TO OLGA CHUQUIMIA!!

State of Illinois County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RUBEN C. CHUQUIMIA, married to Olga Chiquimia, and EZEQUIEL CHUQUIMIA, and MERCEDES CHUQUIMIA, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in rerson, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

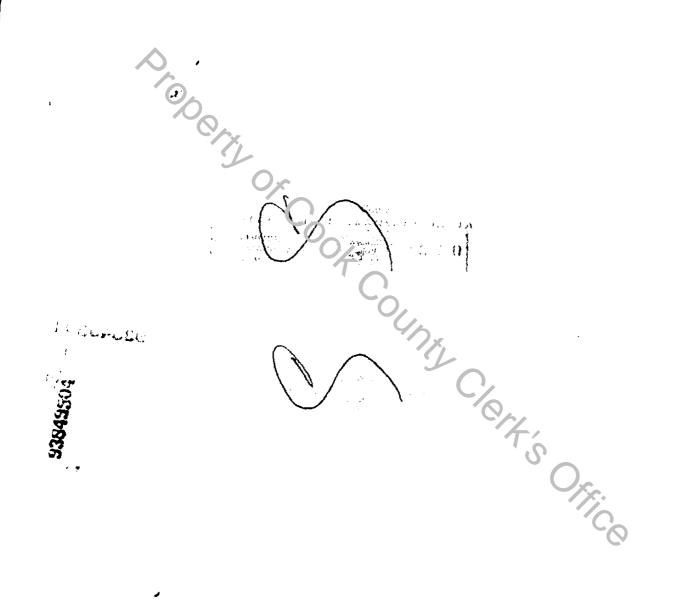
Given under my hand and official seal, this of October 1993. . . CH! .3 943 This Instrument was prepared by Charles 100 mottrich, Attorney at Law, 2629 Flossmoor Road, P.O. Box 399 flossmoor, Illinois 60422-0399.

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO: OWALL Rosemary B. Barnes 340 Merrimac Park Forest, Illinois 60466

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# **UNOFFICIAL COPY**



## UNOFFICIAL COPY ...

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\*~ 93-849505

COOK COUNTY RECORDER

#### FHA MORTGAGE

STATE OF ILAMOIS

FILA CASE NO.

1317294721-729

This Mortgage ( Security Instrument") is given on The Mortgagor is

OCTOBER 4TH

,1993 .

ROSEMARY B. BAUNES, MARKTED TO LEE LEBENAGER

whose address is 1921 SOUTH 92ND STREET, MAYWOOD, IL 60153

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

AMERICAN STATES MORTGAGE,

which is organized and existing under the laws of THUTNOTS COMEWOOD, IL address is 915 W. 175TH ST. SUITE 1-W. 60430

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

FIFTY NINE THOUSAND TWO RUNDRED FIFTY AND MO/100

Dollars (U.S. \$

59,250.00

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 ROVEMBER 13T , 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 Borrowe. 's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby morigare, grant and convey to Leader the following described property located in County, Illinois:

LOT 17 IN BLOCK 55 IN THE VILLAGE OF PARK FOREST AREA NO. ", BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1951 AS DOCUMENT NO.15139014, IN COOK COUNTY, ILLINOIS.

TAX ID#31-36-310-036

which has the address of 340 MERRIMAC STREET, PARK FOREST

Illinois

60466 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenances, rents, royalties, mineral, oil and gas rights and profits, water rights and speek 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 soized 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 encambrances of record.

trainment, first to any definiquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal and the mountaly δεσπιήλ μιαπίπωση. Γεσιφές λίμη abbly από μετος στης το τής του που τη της μισφρεσμένες πάφει της χοιό από της 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any surging or or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned single or other taking of the full amount of the indebtedness that remains appared in the fall amount of the indebtedness that remains appared to the extent of the full amount of the indebtedness that remains appared in the fall amount of the indebtedness that remains appared in the fall amount of the indebtedness that remains appared in the fall and the indeptedness that remains a process in the fall and the fall and

of Lender, shall be immediately due and payable.

comply with the provisions of the lease, If Borrower acquires fee title to the Property, the leaschold and fee title shall not be netged unless Leinler 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, thies and impositions data are not included in Paragraph 2. Borrower shall pay these obvious on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's in the Property and Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments required by Paragraph 2, or tails to perform any other covenants and agreements to nake these payments or the payments required by Paragraph 2, or tails to perform any other covenants and agreements contained in this Security fustrament, or there is a legal proceeding that may significantly affect then Lender as rights in the Property (such as a proceeding in bankruptey, for condennadion of an enforce lows 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 and Lender as allowed in Canaras, has a proceeding in this Paragraph aball become an additional debt of Borrower and be secured by the analymyted by Lender under this Paragraph aball become an additional debt of Borrower and by a secured by of Lender under this Paragraph aball became an additional debt of Borrower and payable.

itizat to any delinquent amounts applied in the order in Panagraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the process, so that the principal shall not extend or postque excess insurance proceeds over an amount required to pay all outstanding "debicatores and red and this Security instrument of the event of toreclosure of this Security instrument or other transfer of the Property that extinguishes the indebtedness, all right, tide and interest of Borrower in and to insurance profess in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property Harston that Scientify instrument and shall continue to other transfer of the Property that extinguishes the continue to other transfer of the Property that extinguishes the for all right, tide 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 Harstoner's Louin Application; after the execution of this Security Instrument and shall continue to occupy the Property in Application; after the execution of this Security Instrument and shall continue to occupy the Property is the Application of this Security Instrument and shall continue to occupy the Property of Application of the Property of Application of the Property is vacant or abandoned or the form at the above the Property is vacant or abandoned or the form is an default if Borrower, during the John upplication property and preserve and preserve and preserve auch property is vacant or abandoned or the form is an default if Borrower, during the John upplication process, gave materially the provisions of the Borrower shall also be in default if Borrower, during the John physical process, gave materially the provisions of the Borrower as and the restonance of the Borrower and preserve and preserve

promptly by Borrower. Each insurance company concerned is her by authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jourd. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the index doess under the Poste and this Security Barument, that to any delinquent amounts applied in the order in Farngraph 3, (ind then to prepayment of principal, or (b) to the

in the event of loss, Borrower shall give Lender immed are jouise by mail, Lender may make proof of loss if my made acceptable to, Lender, to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any conceauls shall be held by Lender and shall be held by the held THIRD, to interest due under the Mote;

FUTH, to antonixation of the principal and the Mote;

FUTH, to antonixation of the principal and the Mote;

A. Fire, Flood and Other Hazard Insurance:

Mortower shall insure and for the principal which Lender town in existence or subsequently erected, against any arrangle, casualties, and contingencies, including fire, for which Lender toquies insurance. This insurance shall be maintained, in the antonia and for the periods that Lender requires. Borrower shall also insure on all improvements on the Property, whether now in existence or subsequently erected, against loss by floods 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 no unsured by Lender. The insurance of the extent required by the Secretary. All insurance shall no unsured by Lender. The insurance of the extent by the determined by the Secretary.

account shall be credited with any bases of an antennament of the monthly conductive and the monthly changes for the monthly changes for the monthly changes from the month

the Secretary; cr. if this Security Instrument is held by the Secretary, each monthly charge she in an amount equal to one-twelfth of twelfth of an one-twelfth of one twelfth of twelfth of twelfth of one one-twelfth of one one-twelfth of one only one of one one-twelfth of one of one of one of one of one one-twelfth one of one of one of one one-twelfth one of one of one one-twelfth one of one of one of one of one of one one-twelfth one of one-twelfth one of one one-twelfth one of one-twelfth o

or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is field by the Secretary. Each monthly installerent of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium is due to mortgage insurance premium is due to

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 die estimated amount of payments required to pay such items when due, and if payments on the Mote are current, then Lender payments on the dote are current, then Lender payments or credit 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, 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 amount mortgage insurance premium is their by the Secretary, Each or (ii) a monthly charge instrument is their by the Secretary. Each

become delinquent. amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become definiquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they estimated by Lettider, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated (c) premiums for insurance required by Paragraph 4. Each monthly installment for itemsonate, its reasonably