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11/18-1971

defend generally the title to the Property against all claims and demands, subject to any encumbrance of record.
and convey the Property in lawfully sealed of the seal hereby conveged and has the right to mortgage, Borrower warrants and will
BORROWER COVENANTS THAT HE WILL NOT ENCUMBER, ACCEPT FOR ENCUMBRANCE OF RECORD, BORROWER WARRANTS AND WILL
SACRIFICE INDEMNITY AS TO THE PROPERTY.

PROPERTY. ALL PLATINGS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS
RENTAL, TENANT, MINERAL, ALL AND FULL RIGHTS AND PROFITS, WATER RIGHTS AND STOCK AND ALL EXTRAS NOW OR HERAFTER A PART OF THE
PROPERTY, ALL IMPROVEMENTS AND ADDITIONS ON THE PROPERTY, AND ALL SEASONS, RENTS, APPURTENANCES,

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERASED ON THE PROPERTY, AND ALL SEASONS, RENTS, APPURTENANCES,
CHICAGO, ILLINOIS, U.S.A. 60647 (Property Address)
(Line 1)
(Line 2)

WHICH HAS THE ADDRESS OF 2426 NORTH KIMBALL AVENUE

COOK COUNTY, ILLINOIS

LOT # 4 - 24-92-092774
TAXES: 6527 02/01/78 10,24.00

RENT: \$1000.00 (WEEKLY)

13-26-426-023.

SOUTHERN 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN (EXCEPT 25 ACRES IN THE NORTHEAST CORNER), IN COOK COUNTY, ILLINOIS, P.I.N.
IN KIMBALL, S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE
LOT 1 AND THE NORTH 6 FEET OF LOT 2 IN KIMBALL, S SUBDIVISION OF THE SOUTH 1/2 OF LOT 17
Lender, the following described property located in COOK COUNTY, ILLINOIS
under Paragraph 6 to protect the security instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to
the Note, with full knowledge, understanding, acknowledgement and modification; (b) the payment of all other sums, with interest, advanced
under Paragraph 6 to provide the security instrument and the Note, for the purpose, Borrower does hereby mortgage, grant and convey to
the Note, with full knowledge, understanding, acknowledgement and modification; (c) the repayment of the debt advanced by
EIGHTY FOUR THOUSAND ONE HUNDRED FORTY THREE AND 00/100
Dollars (\$84,143.00). THIS NOTE IS DATED THE SAME DATE AS THIS SECURITY INSTRUMENT
("Lender"), Borrower owes Lender the principal sum of
AUORA, COLORADO 80011
address is 2530 SOUTH PARKER ROAD, SUITE 301
which is organized and existing under the laws of the STATE OF NEBRASKA
PLATTE VALLEY MORTGAGE CORPORATION, A NEBRASKA CORPORATION
CHICAGO, ILLINOIS 60647
whose address is 2426 NORTH KIMBALL AVENUE
THIS MORTGAGE ("Security Instrument") is given on
JANUARY 22, 1993
THE MORTGAGOR IS, VINCENT M. CLIFFORD AND MARY M. CLIFFORD, HUSBAND AND WIFE, AS JOINT
TENANTS
38098747
131:6912197/103
FHA G-4000 NO. 5

MORTGAGE

STATE OF ILLINOIS

(Please Above This Line For Recording Data)

93098747

3/8

RECORD AND RETURN TO:
PLATTE VALLEY MORTGAGE CORPORATION
2530 SOUTH PARKER ROAD, SUITE 301
AUORA, COLORADO 80011
RECORDED AND INDEXED NOVEMBER 10, 1993
H-41-447-947-8

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held by Landlord and shall include those payable clauses in favor of, and in a form acceptable to, Landlord.

the Secretary. All instruments shall be carried with companies approved by Landlord. The instruments shall be held by Landlord and shall be maintained with companies approved by Landlord. The instruments shall be held by Landlord and any instrument held by Landlord and any instrument held by Landlord, unless loan by Landlord to the extent required by law.

all improvements on the Property, whether now or hereafter made or undertaken by Landlord, unless loan by Landlord to the extent required by law.

instruments, which instruments shall be maintained in the amount and for the period Landlord requires. Borrower shall also incur expenses of maintenance and contingencies, including the cost which Landlord incurs in

4. **Prepaid, Holdover and Other Reserved Liens.** Borrower shall incur all improvements on the Property, which instruments shall be held by Landlord and any instrument held by Landlord, and any instrument held by Landlord, to the extent required by law.

Property, to amortization of the principal of the Note.

Third, to incur all due under the Note.

paramount, in any case, upon the instrument held by Landlord.

Second, to any monthly mortgage instrument, bearing full payment of ground rent, and other hazard insurance

land and of the monthly mortgage instrument, bearing full payment of ground rent, and other hazard insurance

Fifth, to the monthly instruments to be paid by Landlord to the Secretary of the monthly charge by the Secretary

B. **Application of Payments.** All payments under Paragraph 1 and 2 shall be applied by Landlord as follows:

balance remaining for all installments for items (a), (b), and (c).

Landlord prior to a foreclosure will be liable to pay to the Secretary, and to the instrument holder, or if this Secretary shall have not become entitled to pay to the Secretary, and to the instrument holder, shall promptly refund any excess funds to Borrower.

agreed with the parties terminating for all installments for items (a), (b), and (c) and any monthly instruments terminating

If Borrower continues to Landlord the full payment of all sum, received by the Secretary terminating, Borrower's account shall be outstanding principal balance due on the Note.

Instrument held by the Secretary, and monthly payments to one-twelfth of one-half percent of the

Landlord one month prior to the date the full amount is due to the Secretary, or if this Secretary the monthly instruments terminating shall be in an amount equivalent to the full annual charge; interest accruing until the moratorium terminates prior to the date the full amount is due to the Secretary, or if this Secretary

charges instead of a monthly insurance premium in the amount to be paid by Landlord to the Secretary, each monthly installment of which the Landlord must make to the Secretary, or (ii) a monthly

In any year in which the Landlord makes less than a monthly insurance premium to be paid by Landlord to the Secretary, each monthly payment shall also

As used in this instrument, "Secretary" means the Secretary of Housing and Urban Development or her designee.

balance due.

item will be, then return her full pay to Landlord any amount necessary to make up the deficiency on or before the date due; and

Borrower, at his option, if the total of the payments made by Borrower for item (a), (b), or (c) in installments to pay the one-eighth of the additional payment over and above the amount paid by Borrower shall be required to pay etc., same when due, and if payment on such date is not made, then Landlord shall deduct the excess over

item payable to Landlord prior to the due date of such item, exceeding by more than and each additional amount of payment

If any item the total of payments held by Landlord for items (a), (b), and (c) together with the future monthly payments for such

deficiency, Landlord shall hold the amount collected in trust to pay items (a), (b), and (c) before they become delinquent.

annual amount for each item shall be accumulated by Landlord within a period ending on March 31 each year, and held by Landlord, plus an amount sufficient to maintain an additional balance of net more than and each additional amount. The full

Each monthly installments for items (a), (b), and (c) shall equal one-twelfth of the annual amount, as reasonably estimated by

required by Paragraph 4.

left to be levied against the Property, (b) bearable payments of ground rents on the Property, and (c) premiums for insurance with the principal and interest as set forth in the Note and any late charges, in installments of any (a) twice and special assessments with the principal and interest as set forth in the Note and any late charges, in installments of any (a) twice and special assessments

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due his principal, and interest on, the debt evidenced by the Note and late charges due under the Note.

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In the event of loss, Borrower shall give to Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, taxes and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including the payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 Instrument, 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 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.

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8. 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 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 primary residence, or the purchaser or grantee does not occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, 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 **NINETY DAYS** from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 8, 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 **NINETY 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 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 reinstate 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 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 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 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. Lender shall not be required to commence proceedings against any successor 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 remedy.

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 the 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.

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17. Procedure for Landlord's Right to Cure. If Borrower fails to pay any part of the rent when due, Landlord may terminate this Security Instrument by judicial proceeding. Landlord shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph if, including, but not limited to, reasonable attorney's fees and costs of collection.

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

Borrower, however, Landlord or a judicially appointed receiver may do so at any time during the existence of this Property shall not cure or waive any deficiency or nonpayment of rent or other debt incurred by the Borrower when the debt incurred by the Borrower is paid in full.

Landlord shall not be required to enter upon, like manner than the Property before or after giving notice of breach to Borrower him not executed any prior assignment, or the rents and due not end until such would prevent

If Borrower gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Landlord only, to be applied to the sum secured by this Security Instrument; (b) Landlord shall be entitled to collect and receive all the rents of the Property which demand to the Tenant.

16. Assignment of Rent. Borrower unconditionally assigns and conveys to Landlord all the rents and revenues of the Property, which Landlord or Landlord's agent, Borrower, prior to Landlord's notice to Borrower of Borrower's breach, or any occurrence of any default in the payment of rent to Landlord or Landlord's agent, shall be entitled to collect and receive all rents and revenues of the Property, and to hold the same in trust for the benefit of Landlord and his heirs, executors, administrators, and successors only.

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

14. Governing Law. 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 of this Security Instrument or the Note which can be given effect throughout the continental United States, such conflict shall not affect other provisions of this Security Instrument or the Note, and the Note is declared to be severable.

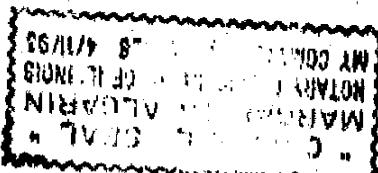
13. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notices shall be directed to the Property Address or any other address Borrower designates by notice to Landlord. Any notice to Landlord shall be given by first class mail to Landlord's address related herein to any addressee Landlord designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Landlord when given as provided in this Paragraph.

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11/17/09/01



The instrument was prepared by:
STATE VALLEY MORTGAGE CORPORATION
2830 SOUTH PARKER ROAD, SUITE 301
AURORA, COLORADO 80011
The instrument was prepared by:
STATE VALLEY MORTGAGE CORPORATION
2830 SOUTH PARKER ROAD, SUITE 301
AURORA, COLORADO 80011

33022747

Given under my hand and official seal, this
day of January 22nd, 1993
Signed and delivered to the foregoing instrument as **WILLIAH ARRE**
to me to be the name person(s) whose name(s)
personally known.

I, **MINSTON N. CLIFFORD AND MARY N. CLIFFORD**,
do hereby certify that **COOK COUNTY, ILLINOIS**,
a Notary Public in and for said county and state
of Illinois, have examined the foregoing instrument
and found it to be a true copy of the original instrument.

My commitment expires:

Given under my hand and official seal, this
day of January 22nd, 1993
Signed and delivered to the foregoing instrument as **WILLIAH ARRE**
to me to be the name person(s) whose name(s)
personally known.

Given under my hand and official seal, this
day of January 22nd, 1993
Signed and delivered to the foregoing instrument as **WILLIAH ARRE**
to me to be the name person(s) whose name(s)
personally known.

I, **MINSTON N. CLIFFORD AND MARY N. CLIFFORD**,
do hereby certify that **COOK COUNTY, ILLINOIS**,
a Notary Public in and for said county and state
of Illinois, have examined the foregoing instrument
and found it to be a true copy of the original instrument.

Borrower
(Signature)Borrower
(Signature)Borrower
(Signature)Borrower
(Signature)

MINSTON N. CLIFFORD
MARY N. CLIFFORD

DONALD C. RICHARDSON
WILLIAH ARRE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any
order(s) executed by Borrower and recorded with it.

- Planned Unit Development Rider
- Other(s) (specify):
- Graduated Payment Rider
- Growing Equity Rider
- Condominium Rider
- Applicable box(es)

30. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenant and agreements of each such rider shall be incorporated into and shall amend and supplement
the covanants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check
box to indicate, the covenant and agreement of each such rider shall be incorporated into and shall amend and supplement
the Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenant and agreements of each such rider shall be incorporated into and shall amend and supplement
the Security Instrument.)

31. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

32. Releasee. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument
without charge to Borrower. Borrower shall pay any recording costs.

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