

RETURN TO:
BANK UNITED OF TEXAS FSB
DBA COMMONWEALTH UNITED MTB
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG ILLINOIS 60173

UNOFFICIAL COPY

FMIL
009600255



93133786

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.
131:6837101
729

This Mortgage ("Security Instrument") is given on FEBRUARY 12TH, 1993
The Mortgagor is ELIZABETH F. CROSS, A WIDOW AND COLLEEN YOUNG MARRIED
TO LOUIS YOUNG

whose address is 6454 SOUTH WOOD STREET, CHICAGO, ILLINOIS 60636

("Borrower"). This Security Instrument is given to
GREATER CHICAGO MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 7330 COLLEGE DRIVE, PALOS HEIGHTS, ILLINOIS 60463

("Lender"). Borrower owes Lender the principal sum of
FORTY SIX THOUSAND TWO HUNDRED NINETY EIGHT AND 00/100

Dollars (U.S. \$ 46,298.00)

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 MARCH 1ST, 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 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 COOK County, Illinois:

LOT 23 AND THE NORTH 2.9 FEET OF LOT 24 IN LOCK 26 IN SOUTH
LYNNE, A SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.I.N.: 20-19-211-045

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9996 * 93-133786
COOK COUNTY RECORDER

which has the address of 6454 SOUTH WOOD STREET CHICAGO
[Street] [City]
Illinois 60636 ("Property Address");
[Zip Code]

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 seized 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.

UNOFFICIAL COPY

(Address)

1001 N. BASSWOOD, 4TH FLOOR
SCHENKLE, IL 60173

CHESTER WHITE

This instrument was prepared by:

My Commission expires: 9/21/94

Known under my hand and official seal, this

set forth:

signed and delivered the said instrument as

free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

THEY

known to me to be the same person(s) whose name(s)

do hereby certify that ELIZABETH F. CROSS, A WIDOW AND COLLEEN YOUNG MARRIED

a Notary Public in and for said county and state,

THE UNDERSIGNED

STATE OF ILLINOIS,

County ss:

Borrower

(Seal)

LOUIS YOUNG SIGNING FOR THE SOLE
PURPOSE OF WAIVING HIS HOMESTEAD RIGHTS

Borrower

Borrower

(Seal)

Borrower

(Seal)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security
instrument and in any riders (if any) executed by Borrower and recorded with it.

ADJUSTABLE RATE RIDER

[] (Specify)

[] Planned Unit Development Rider

[] Growing Equity Rider

[] Fixed Payment Rider

[] Collateral Rider

Riders to this Security Instrument. If one or more of the riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the
covenants and agreements of this Security Instrument and the riders (if any) were in a part of this Security Instrument.
(Check applicable boxes):

17. Foreclosure Procedure. If Lender requires payment in full under paragraph 9, Lender may foreclose
this Security Instrument by judicial proceeding, and Lender shall be permitted to pursue any remedies permitted by applicable law. Lender shall be
entitled to collect all expenses incurred in pursuing this Security Instrument, including reasonable attorneys' fees and costs of title evidence.
18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall be responsible for recording costs.
19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

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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.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall 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 prior to 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 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 annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage 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).

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;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender 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 Lenders 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, 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 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 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

9. Grounds for Acceleration of Debt.

at the time the same are issued, except as limited by the provisions of the Security Instrument in full of all sums payable by this Security Instrument in the case of payment default.

to or on the date of the next monthly payment or

the various members of the Security Instrument.

Securities, require immediate payment in full of all sums secured by this Security Instrument if:

other have transferred (other than, by device, to the lender) by the Borrower, and

or trustee does so occupy the Property, his or her credit has not been approved in accordance with the requirements of the Security

(c) No. However, if circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not violate its rights with respect to subsequent events.

(d) Regulations of HLB Secretary. In matters of distances regulations issued by the Secretary will limit Lenders rights in the case of payment defaults, to the extent of immediate payment in full and foreclose if not paid. This

Security instrument does not authorize acceptance of the foreclosure if not permitted by regulations of the Secretary.

he eligible for insurance under the National Housing Act within 3 MONTHS 3 MONTHS from the

A written statement of any authorized agent of the Secretary

instrument and the note secured thereby, shall be deemed conclusive proof of such indebtedness. Notwithstanding

the foregoing, the option may not be exercised by the lender when the unavailability of insurance is solely due to

10. **Reassignment.** Borrower has a right to reassign the Loan to any person or entity of Borrower's choice to pay or to cause the payment of the Loan. This right applies even if the Loan is assigned to a third party before the date of this Security Instrument. This right applies even if the Loan is assigned to a third party before the date of this Security Instrument.

to reinstate the security instrument, Borrower shall tender in a lump sum all amounts claimed to bring Borrower's account current, including, to the extent they are obligations of Borrower under this

Security foreclosure, foreclosure costs and reasonable attorney's fees and expenses properly associated with the foreclosure proceeding. Upon receipt by the lender of the Security Instrument and the obligations that it secures

shall remain in effect as if Lender had no requirement to make payment in full. However, Lender is not required to permit repossession of the Vehicle if Lender has accepted repossession of the Vehicle after the commencement of foreclosure proceedings within two

current foreclosure proceedings, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by

11. Forfeiture Not Released; Forfeiture Under Not a Waiver. Extension of the time of payment or

... shall not operate to release the liability of Borrower or Borrower's successor in interest, Lender

the same time, the company is not required to pay the interest on the debt until the debt is repaid. This is a significant advantage for the company, as it can use the cash flow generated by the debt to pay the interest on the debt, thereby reducing the risk of default.

original power of Bolinweir's successors in the matter of the exercise of any right of remedy, shall not be a waiver of or preclude the exercise of any such right of remedy.

12. ASSIGNORS AND ASSIGNEES. The covenants and agreements of the Borrowers and Assignors shall bind and benefit the Assignors and Assignees and their heirs, successors and assigns, jointly and severally, and the covenants and agreements of the Lender and Borrower, subject to the provisions of the Assignment, shall bind and benefit the Assignors and Assignees and their heirs, successors and assigns, jointly and severally.

co-signing this Security Instrument only to mortgage, grant and

pay the sums secured by this Security Instrument, and the Lender may, at its option, pay the sums secured by this Security Instrument in the order of priority set forth in the following:

INVESTMENT IN RESEARCH AND DEVELOPMENT

any notice to another party. The notice shall be directed to the first class mail unless applicable to the use of another method. The notice shall be directed to the

First class mail to lender's address stated herein. Any notice to Borrower. Any notice to Borrower.

...and so on.

jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument or the

which can be given effect without the conflict of laws. To this end the provisions of this Security Instrument and the

14. Borrower's Copy: Borrower shall be deemed to have received a confirmed copy of this Security Instrument.

Property. Borrower authorizes Lender to collect the rents and revenues and hereby directs each tenant of

...Borrower shall collect and receive all rents and revenues of

and not an assignment for additional security only.

the benefit of Lender only, to be applied to the debt 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

the tenant. The letter is written down by the agent on the agent's written document. The agent has no expectation of the tenant's and will not perform any act that would

owner under from exercising its rights under paragraph 16. The Tenant shall not be entitled to enter into any control of or maintain the Property before or after giving notice of

breach is, however, however, Lender or a person appointed receiver may do so at any time there is a breach. Any modification of any shall not cure or waive any breach or invalidate any other right or remedy of Lender. This assignment

it remains in the Property shall terminate when the same is secured by the Security Instrument is paid in full.

FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12TH day of
FEBRUARY, 1993 and is incorporated into and shall be deemed to amend and supplement
the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned
("Borrower") to secure Borrower's Note ("Note") to

GREATER CHICAGO MORTGAGE CORPORATION, 7330 COLLEGE DRIVE, PALOS
HEIGHTS, ILLINOIS 60463

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

6454 SOUTH WOOD STREET, CHICAGO, ILLINOIS 60636

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE
INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE
AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME
AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of JULY, 1994, and that day of each succeeding year.
"Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average
yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal
Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index
(as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in
this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give
Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of
TWO AND ONE-HALF

percentage
points ($\approx 2.500\%$) to the current Index and rounding the sum to the nearest one-eighth of one percentage point
(0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until
the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date.
The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and
interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate
through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would
be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments
to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

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

[illegible]

Butterfly (Seal)

BY SIGNING HERETO, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Adjustment Rider.

A new interest rate calculated in accordance with Paragraph (C) of this Rider shall make a payment in full of the outstanding principal amount of the Note on or before the date of maturity of the Note. Borrower shall have the obligation to pay any increase in the amount of the payment due occurring less the amount of any payment due and scheduled in accordance with Paragraph (B) of this Rider after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (B) of this Rider, Borrower shall have the obligation to pay any increase in the amount of the payment due occurring less the amount of any payment due and scheduled in accordance with Paragraph (B) of this Rider after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (B) of this Rider decreased, but Lender failed to give timely notice, either (i) demand the return to Borrower of any excess payment, or (ii) demand that any excess payment, with interest calculated at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), be applied as payment of principal. Lender's obligation to return any excess payment with interest calculated at the Note rate is made before the demand for return is made.

NUMBER 1, 2000