INOFFICIAL COPY RECORD AND RETURN TO: PLATTE VALLEY MORTGAGE CORPORATION 2530 SOUTH PARKER ROAD, SUITE 301 AURORA, COLORADO 80014

394166345

COOK COURTY, ILLINOIS FILED FOR RECORD

93 MAR -5 AMIL: 15

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~ (Space Above This Line For Recording Date)

State of illinois

#### MORTGAGE

PHA Case No.

131:6978939 703/203B

821843

THIS MORTGACE ("Security Instrument") is given on WILLIAM L. ADAMS The Mortgagor is

FEBRUARY 25

, 19 93

9341 SOUTH JIFFREY Whose address is

CHICAGO, ILLINOIS 60617

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

PLATTE VALLEY MORTGAGE CORPORATION, A NEBRASKA CORPORATION which is organized and existing under the ava of THE STATE OF NEBRASKA

, and whose

93166345

2530 SOUTH PARKER ROAD, SUITE 301 address is

AURORA, COLORADO 80014

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

ONE HUNDRED THOUSAND SEVEN HUNDRED FIFTY NINE AND 00/100-----

Dollars (U.S. \$ 100,759.00 ). This dob; is a vider cod 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 01, 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 COOK County, Illinoia: Lender, the following described property located in

LOT 3 IN BLOCK 5 IN SOUTHLAWN HIGHLAND, BEING M.C. MYLK'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORT 1, LANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PART TAKEN FOR STONY ISLAND AVEAUE) IN COOK COUNTY, ILLINOIS. 750/1/C

Tax # 20 36 -311-015

which has the address of 1745 EAST 84TH PLACE

[Street]

CHICAGO

. Illinois

60617

("Property Address");

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stack 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 entate 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,

BOX 333

PHA illinole Mortgage - 07/91

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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 Euros, 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 payments held by Lender for items (a), (b), and (c) together with the fisture 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 to at beequent 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 mail pay to Londer any amount necessary to make up the deficiency on or i efert 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 markinge insurance premium to the Secretary, each monthly paymont shall also include either: (i) an installment of the annual markage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if his 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, Lorrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

8. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied ... 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, flord 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.

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In the event of loss, Harrower 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; Loancholds. 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 deal of a 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 Lander (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 lense. 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 Faragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would noversely 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 Gringraph 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 away 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 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.
  - 2. Feen. Lender may rollect fees and charges authorized by the Secretary.

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#### 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 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 so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretury.
- (c) No Waiver. If circumstances occur that would permit Londer 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 IUD 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. For ower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under 160 National Housing Act within NINETY DAYS from the date hereof, Lender may, at its option and not obtain 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 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 Londer when the unavailability of insurance is solely due to Londer'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 Scurity Instrument. This right applies even after fereclosure proceedings are instituted. To reinstate the Security Instrument, Borrower's hall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Forrower under this Security Instrument, foreclosure costs and reasonable and customary atterneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it waves 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 in mediately 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 jayment 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 limbility 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 summateured 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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- 18. Notices. Any notice to Borrower provided for in this Security Instrument shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mull 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 the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizer (ander or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's ngents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustse for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Corrower: (a) all rents received by Borrower shall be held by Borrower as trustes for benefit of Lender only, to be applied to the sums sourced 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 12.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remeat of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonably attorneys' fees and costs of title evidence.

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18. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waiver of Homestead. Borrower walves all right of homestead exemption in the Property.

30. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with ti	٦ia
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and suppleme	nt
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Che	ck
applicable box(en)	

[ ] Condominium Rider [ ] Graduated Payment Rider

Growing Equity Rider

Planned Unit Development Kider

#X Other(a) (specify) NON OWNER OCCUPANCY

BY SIGNING BPLOVI, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Barrower and recorded with it.

Witnessos:

WILLIAM L. ADAMS

\_\_\_(Sent) -Borrower

Tenn Harreson

(Bont)

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-Barrower (fieni)

(Bon!)

Barrower

(Hpsee Below This Line For Aski, oy ledgment)

STATE OF ILLINOIS

1. Glanda hypether Bung & do hereby certify that WILLIAM L. ADAMS

COOK

County see

er Notary Public in and for said county and state

to me to be the same person(s) whose name(s) person, and acknowledged that HE act, for the uses and purposes therein set forth. Given under my hand and official seal, this

, personally known
subscribed to the foregoing instrument, appeared before me this day in
signed and delivered the said instrument as HIS free and voluntary

25TH

day of FEBRUA

042

My commission expires:

C. A LYNETTE BAUGH

This instrument was proported by 1/17/86 PLATTE VALLEY MONTGAGE CORPORATION 2530 SOUTH PARKER ROAD, SUITE 301 AURORA, COLORADO 80014

Notary Public

BUX 333

Property of Coot County Clert's Office

#### NON-OWNER OCCUPANCY RIDER

FHA Case No. 131: 6978939 703/203B

THIS NON-OWNER OCCUPANCY RIDER is made this 25TH 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 PLATTE VALLEY MORTGAGE CORPORATION, A NEBRASKA CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at: 1745 EAST 84TH PLACE, CHICAGO, ILLINOIS 60617

[Property Address]

In modification of and	notwithstanding the	provisions of	Paragraph 5 of	the Security	Instrument,	Barrower
represents that (s)he does	not intend to occupy	the property	described in the	Security Inst	niment as a	principal
residence, and Imark applica	hle item(*) :					

astrib)	ice, a	ter fatter y mbbit come ton totale.						
<u>X</u> _	A.	The Security Instrument is for a streamline refinance of a loan which was previously FHA-insured.						
	В.	The Security Instrument letter a loan to be insured under Section 203(k) of the National Housing Act.						
ng, markendi	C.	The Security Instrument applies to property sold under HUD Single Family Property Disposition Program and meets the requirements their of.						
**********	D.	The Borrower is an Indian Tribe as provided in Section 248 of the National Housing Act or a member of the Armed Services who is unable to occupy the property because of his or her duty assignment as provided in Section 216 or Subsection(b)(4) or (7, of Section 222 of the National Housing Act.						
	E.	The Security Instrument is for property sold to a sectour local government agency or instrumentality or a non-profit organization (qualified under Section 501(c/d) of the Internal Revenue Code) that intends to sell or lease the property to low or moderate income persons.						
	F.	The Security Instrument is for property that is or will be a secondary residence of Borrower and is sligible for an FHA-insured mortgage in order to avoid undue hardship for Borrower.						
BY	SIGN	ING BELOW, Borrower agrees to the representations contained in this Non-Cwner Occupancy Rider.						
		WILLIAM L. ADAMS (SEAL) BUTTOWER						
		(SEAL)						
		Borrower						
		(SEAL)						
		Barrower						

\_ (SEAL) Borrowor

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