

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

HIGHEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515

DEPT-01 RECORDING \$29.00
T2222 TRAM 8519 04/13/93 09:40:00
4435 * 23-268988
COOK COUNTY RECORDER

93268988

LOAN NO. 8236649

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STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.

131:7027698 703

This Mortgage ("Security Instrument") is given on April 12, 1993. The Mortgagor is ERIC M. JOHNSON

whose address is 1647 ISLANDVIEW COURT, HOFFMAN ESTATES, IL 60195 ("Borrower"). This Security Instrument is given to HIGHEST FUNDING CORPORATION which is organized and existing under the laws of ILLINOIS, and whose address is 1020 31st Street, Suite 300, Downers Grove, IL 60515 ("Lender"). Borrower owes Lender the principal sum of Ninety Seven Thousand Nine Hundred Dollars (U.S. \$ 97,900.00). 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 May 1, 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 his 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:

PARCEL I:
LOT 1 IN BLOCK 2 IN THE RESUBDIVISION OF BARRINGTON SQUARE UNIT 7, BEING A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON APRIL 1, 1977 AS DOCUMENT NUMBER 23873016, IN COOK COUNTY, ILLINOIS.

PARCEL II:
EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BARRINGTON SQUARE VII & VIII, RECORDED AS DOCUMENT NUMBER 23558348, AND AS MAY BE AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

BOV
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Tax I.D. #: 07-07-200-192

which has the address of 1647 ISLANDVIEW COURT
[Street]
Hoffman Estates [City]
Illinois 60195 ("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.

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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.

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

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

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and to 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 60 days from the date hereof, Lender may, at its option and notwithstanding 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

from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineffectiveness. 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 attorney's fees and expenses properly associated with the foreclosure proceedings. 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; Forebearance 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 reason of any demand 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. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which 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 authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee 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 Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums 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 Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of assignment of rents 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 take effect until the date of Lender's written demand for payment of rents. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

FHA ILLINOIS MORTGAGE FORM 630 (REV. 11-2-91)

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PAGE 3 OF 4

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LOAN NO. 8236849

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

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, 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 pay any recordation costs.

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

Riders to this Security Instrument. If one or more 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 as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

- | | | |
|---|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other [Specify] | |

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

Witnesses:

Robert Saltt

ERIC M. JOHNSON (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

STATE OF ILLINOIS,

County ss:

I, Eric M. Johnson
that ERIC M. JOHNSON

, a Notary Public in and for said county and state, do hereby certify

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of April 1993

My Commission expires:

Carolyn Katia
Notary Public

This instrument was prepared by:

YANG PARK
(Name) MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515
(Address)



(Seal) _____
(Seal) _____
ERIC M. JOHNSON

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

requesting payment from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Lender agrees to other terms of payment, these amounts shall bear interest.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. The Owners Association may be acceptable to Lender.
(v) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
(iii) termination of professional management and assumption of self-management of the Owners Association;
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivision the Property or consent to:
Uniform Covenant 10.
Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Lender. Areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
excess paid to Borrower.
shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the master or blanket policy.
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
(ii) Borrower's obligation under Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the within the term "extended coverage," then:
coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance Constituent Documents.

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

(The "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

(The "Declaration"). The Property is a part of a planned unit development known as BARRINGTON SQUARE [Name of Planned Unit Development]

DECLARATIONS, COVENANTS AND RESTRICTIONS THIS DOCUMENT.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

[Property Address] 1647 ISLANDVIEW COURT, HOFFMAN ESTATES, IL 60195

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: KINGSFEST FUNDING CORPORATION, AN ILLINOIS CORPORATION

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

8236849

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Property of Cook County Clerk's Office