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91187316

(Type above this line for recording title)

State of Illinois

MORTGAGE

FEBRUARY 1994

1994

THIS MORTGAGE ("Security Instrument") is given on the Mortgage to JAMES H. HUTTON & COMPANY

6331 NORTH HUMPHREY, CHICAGO, ILLINOIS 60617

JAMES H. HUTTON & COMPANY 4131 BROADWAY, KANSAS CITY, MO. 64111 THE STATE OF MISSOURI

SEVENTY EIGHT THOUSAND FIFTY SEVEN & 00/100

Dollars (\$ 78,057.00)

January 29, 1994

THE SEVENTY EIGHT THOUSAND FIFTY SEVEN & 00/100 DOLLARS (\$ 78,057.00) IS THE FULL AMOUNT OF THE LOAN MADE BY THE LENDER TO THE BORROWER FOR THE PURCHASE OF THE REAL ESTATE DESCRIBED IN THE DEED TO BE RECORDED WITH THIS INSTRUMENT AND ALL RENEWALS, EXTENSIONS AND MODIFICATIONS OF THE LOAN MADE BY THE LENDER TO THE BORROWER UNDER THIS INSTRUMENT AND THE NEW INSTRUMENTS...

THE SEVENTY EIGHT THOUSAND FIFTY SEVEN & 00/100 PART OF THE EASTERLY HALF, QUARTER 1341 PART OF LOT SEVENTEEN (17) IN DIVISION THREE (3) IN NORTH SHORE SUBDIVISION OF NORTH PRINCIPAL OWN-HALF (1/2) OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1, 2, 4, 5, 6, 12, 13, 17 AND 19 IN DIVISION ONE (1) IN WATFALL'S SUBDIVISION OF 208 ACRES, WITH THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) AND THE SOUTHWEST QUARTER (1/4) OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS...

TAX I.D. NO.: 31-30-08-002

SUBJECT TO ALL RESTRICTIONS, OBSERVATIONS & AGREEMENTS NOW ON RECORD, IF ANY.

which has the address of 3441-51 EAST 70TH STREET, (CHICAGO) ILLINOIS 60617 (Property Address)

TOGETHER WITH all the improvements now or hereafter situated on the property, and all easements, rights, appurtenances, tenements, royalties, mineral, oil and gas rights and profits, water rights and dock and all fixtures now or hereafter situated on the property. All easements and additions shall also be covered by this Security Instrument. All of the foregoing is intended to be the Security Instrument as the "Property".

THE BORROWER COVENANTS that the 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 the encumbrances of record. Borrower covenants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal, interest and late charge due on the Note and the charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment due on the Note the amount of taxes, insurance and other charges, on installment of any taxes and premiums, which are levied against the Property, the household payments or grossed rents on the Property, and all payments of taxes, assessments and charges.

3. Late Charge. If the installment for any month, quarter or year shall equal or exceed the amount of the annual interest on the Note, then the lender shall have the right to demand immediate payment of the entire principal balance of the Note, together with all interest accrued to date of demand, and all charges due on the Note, and to foreclose on the Property. The amount of the late charge shall be accumulated by the lender without period ending on the day the installment is due and shall be added to the amount of the installment due for that month, quarter or year.

4. Payment of Interest. Borrower shall pay to the lender the interest on the Note as provided in the Note. If the lender shall be unable to collect the interest on the Note for a period of 90 days after the date the interest is due, then the lender shall have the right to demand immediate payment of the entire principal balance of the Note, together with all interest accrued to date of demand, and all charges due on the Note, and to foreclose on the Property. The amount of the interest due shall be accumulated by the lender without period ending on the day the installment is due and shall be added to the amount of the installment due for that month, quarter or year.

29.00 FH [Signature]

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Following Description

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17. Intellectual Property. The licensor shall retain all rights in the licensor's intellectual property, including but not limited to, reasonable attorney's fees and costs of this remedy.

18. Release. The licensor hereby releases, defends, indemnifies and holds harmless the licensee from and against all claims, damages, losses, costs and expenses, including reasonable attorney's fees and costs of this remedy, arising out of or from the use of the licensor's intellectual property.

19. Waiver of Homestead. The licensor hereby waives all rights of homestead exemption in the Property.

20. Rules of this Security Instrument. All rules of this instrument are hereby adopted by Borrower and assigned to lender with this Security Instrument, the provisions of which shall be incorporated into and shall prevail over any printed form, including any assignment of this Security Instrument, and its contents shall be a part of this Security Instrument (if such applies, see below).

- Customized Rules
- Standard Lender-Provided Rules
- Customized Hybrid Rules
- Standard Lender-Provided Hybrid Rules

21. Lender (Special)
NEW SPAN (11/11/2011)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any exhibits executed by Borrower and provided with it.

Witness:

James V. Coleman
JAMES V. COLEMAN
Mark E. Coleman
MARK E. COLEMAN

(Seal)
Notary
(Seal)
Notary
(Seal)
Notary

STATE OF ILLINOIS

COOK

County of

JAMES V. COLEMAN AND MARK E. COLEMAN

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

that the foregoing is a true and correct copy of the original instrument as presented to me for recording, and I know the contents thereof, and I am a Notary Public in and for the County of Cook, State of Illinois, and my commission expires on the 15th day of FEBRUARY, 2011.

JAMES H. MUTTER & COMPANY
1157 BROADWAY
EAST RIVER, NY 10012

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STATE OF ILLINOIS
COOK COUNTY CLERK'S OFFICE



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(b) Borrower obligates by making or causing to be made any payments required by this Security Instrument prior to or on the due date of the next regular payment to

(c) Borrower obligates by failing, after period of grace days, to perform any other obligations contained in this Security Instrument

(d) Note 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 debt secured by this Security Instrument if

(i) All or part of the Property or a beneficial interest in a trust covering all or part of the Property, is sold or otherwise transferred (other than by death or descent) by the Borrower, and

(ii) The Property is not accepted by the purchaser or grantee as his or her principal 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.

(e) No Waiver. If circumstances arise 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.

(f) Suspension of Right to Demand. In many circumstances regulations issued by the Secretary will limit Lender's right in the case of payment defaults to require immediate payment in full and Lender agrees that it will not exercise its right to require immediate payment or foreclosure if not permitted by regulations of the Secretary.

(g) Mortgage Not Released. Borrower agrees that should this Security Instrument and the Note secured thereby and the rights of the lender 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 debt secured by this Security Instrument as a condition of any satisfaction of this Security Instrument and Lender agrees to file from the date hereof, declining to release this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such insolvency. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to provide a mortgage insurance guaranty 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 a second due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current in full, 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. 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 subsequent foreclosure proceeding, (ii) reinstatement will prejudice 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; Discharge By Lender not a Waiver. Extension of the time of payment or satisfaction of the debt secured by this Security Instrument granted by Lender in any instance 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 obligor in interest or release its lien for payment of otherwise legally enforceable obligations secured by this Security Instrument by reason of any discharge made by the original Borrower or Borrower's successor 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.

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12. Borrower and Assign Beneficial Joint and Several Liability. Unassignable. The covenants and agreements of this Security Instrument shall bind and benefit the obligor and assign of Lender and Borrower, and, in the event of paragraph 11, Borrower's covenants and agreements shall bind and benefit. Any Borrower who assigns his Security Instrument but does not assume the Note: (a) is co-obligor on this Security Instrument only as to mortgage, grant and convey but Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the debt 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 respect to the terms of this Security Instrument or the Note without the Borrower's consent.

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 notice shall be directed to the Property and may be 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 hereon 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; Jurisdiction. 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 (an unperfected copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs such tenant of the Property to pay the rents to Lender or Lender's agents. Moreover, 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 continues 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 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 Lender or Lender's agent or Lender's designee as directed in the notice.

Borrower has not exercised any prior assignment of the rents and here on and will not participate in any such assignment proceeds Lender does not exercise 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 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 constitute any default or violation of any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Agreed to this Security Instrument... the Secretary of Housing and Urban Development... the full amount of the principal...

V. Application of Payments. All payments under paragraph 1 and 2 shall be applied by Lender as follows:
First, to the interest due on the principal to be paid by Lender to the Secretary... by the Secretary...
Second, to any other...
Third, to the...
Fourth, to the principal of the loan...
Fifth, to the charges...

4. Fire, Flood and Other Hazard Insurance. Borrower shall secure all improvements on the Property... all improvements... fire, flood and other hazard insurance...
If the improvements are destroyed or damaged by fire, flood or other hazard... Lender may make payment of the...
If the improvements are destroyed or damaged by fire, flood or other hazard... Lender may make payment of the...
If the improvements are destroyed or damaged by fire, flood or other hazard... Lender may make payment of the...

A. Discrepancy, Preservation, Maintenance, and Protection of the Property; Borrower's Lien Application. Lender shall have a first lien on the Property... if the Property is damaged...
If the improvements are destroyed or damaged by fire, flood or other hazard... Lender may make payment of the...
If the improvements are destroyed or damaged by fire, flood or other hazard... Lender may make payment of the...

6. Charge to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal taxes...
If Borrower fails to perform any other...
Any amount... shall be added to the...
Borrower agrees... shall be added to the...
If Borrower fails to perform any other...
Any amount... shall be added to the...
Borrower agrees... shall be added to the...
If Borrower fails to perform any other...
Any amount... shall be added to the...
Borrower agrees... shall be added to the...

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9. Grounds for Acceleration of Debt
(a) Default. Lender may...
Borrower agrees... shall be added to the...
If Borrower fails to perform any other...
Any amount... shall be added to the...
Borrower agrees... shall be added to the...
If Borrower fails to perform any other...
Any amount... shall be added to the...
Borrower agrees... shall be added to the...
If Borrower fails to perform any other...
Any amount... shall be added to the...
Borrower agrees... shall be added to the...

10. Various Other Provisions and Charges authorized by the Secretary

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NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 17th day of FEBRUARY 19 84, and is incorporated here and shall be deemed in favor and supplement the Mortgage, Deed of Trust or Security Instrument ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure the Borrower's Note by JAMES H. BRIDGES & COMPANY ("Lender") of the same date, and covering the property described in the Security Instrument and located at

3481-63 EAST 72ND STREET, CHICAGO, ILLINOIS 606172673 (Property Address)

In modification of and notwithstanding the provisions of paragraph 5 of the Security Instrument, Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument as a principal residence and (such applicable law(s))

- A. The Security Instrument is for a second mortgage loan which was previously FHA insured
- B. The Security Instrument is for a loan to be insured under Section 203 of the National Housing Act.
- C. The Security Instrument applies to property sold under HUD's Single Family Property Acquisition Program and meets the requirements thereof.
- D. The Borrower is an Indian Tribe as provided in Section 208 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 208 or Subsection (b)(4) or (b) of Section 222 of the National Housing Act.
- E. The Security Instrument is for property sold to a state or local government agency or instrumentality or a non-profit organization qualified under Section 501(c)(3) 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 eligible for an FHA-insured mortgage in order to avoid undue hardship for Borrower.

BY SIGNING HERETO, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider

(NAME)
Borrower

James P. Coleman

(NAME)
Borrower

(NAME)
Borrower

James P. Coleman

(NAME)
Borrower

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COOK COUNTY RECORDER
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