

AFTER RECORDING MAIL TO:

Berkshire Mortgage Corporation
901 North Elm
Hinsdale, IL 60521-3632

TICOR TITLE BOX 15

94630241

LOAN NO. 4106504

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STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.
131:7687356-703

0925260

This Mortgage ("Security Instrument") is given on July 12, 1994. The Mortgagor is Deborah D. Randle, A SPINSTER

whose address is 9517 South Winston Avenue, Chicago, IL 60643 ("Borrower"). This Security Instrument is given to Berkshire Mortgage Corporation which is organized and existing under the laws of Illinois, and whose address is 901 North Elm, Hinsdale, IL 60521 ("Lender"). Borrower owes Lender the principal sum of Sixty Four Thousand Nine Hundred Dollars and no/100

Dollars (U.S. \$ 64,900.00). 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 August 1, 2024. 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 79 AND THE SOUTHERLY 5 FEET OF LOT 80 IN BLOCK 2 IN MRS. HILLIARD'S SUBDIVISION OF ALL THAT PART OF BLOCK 3 LYING NORTH OF SOUTH LINE OF THE NORTH 34 FEET OF LOTS 10 AND 32 IN SAID BLOCK IN HILLIARD AND DOBBINS' FIRST ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 25-08-102-003

DEPT-01 RECORDING \$29.00
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#7631 + RV *-94-630241
COOK COUNTY RECORDER

which has the address of 9517 South Winston Avenue Chicago
Illinois 60643 (Street) [City]
[Zip Code] ("Property Address");

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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LOAN NO: 4108504

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)].

Condominium Rider

Graduated Payment Rider

Growing Equity Rider

Planned Unit Development Rider

Other [Specify] Adjustable Rate Rider

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:

Deborah D. Randle (Seal)
Deborah D. Randle Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that
Deborah D. Randle, A SPINSTER

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 JULY, 1994

My Commission expires:

Chris A. Buriklow
Notary Public

This instrument was prepared by:

Tracy Groundwater
(Name)

(Address)

" OFFICIAL SEAL "
CHRIS A. BURIKLOW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/13/96

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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. 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 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 foreclosure 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 subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

- 10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will prejudice Lender 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 or 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 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 or preclude the exercise of any right or remedy.
- 12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9 b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that 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.
- 17. **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.
- 18. **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.**
- 19. **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 remedy of Lender. This assignment of rents of the Property shall not be deemed to constitute a lien in debt secured by the Property or instrument is paid in full.

IS/CM/DTL/0691/(2-91)-L
FHA FINANCIAL MORTGAGE FORM
assignment of rents of the Property shall constitute a lien in debt secured by the Property or instrument is paid in full.

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BERKSHIRE MORTGAGE CORPORATION
901 North Elm Street
Hinsdale, Illinois 60521

ASSIGNMENT OF MORTGAGE

For value received, BERKSHIRE MORTGAGE CORPORATION, an Illinois corporation hereby assigns and transfers to INDEPENDENCE ONE MORTGAGE CORPORATION

its successors and/or its assigns all its rights, title and interest in a certain mortgage executed by
DEBORAH D. RANDLE, A SPINSTER

to BERKSHIRE MORTGAGE CORPORATION, dated JULY 12, 1994

and recorded as document number:

Signed this 12TH day of JULY, 1994.

BERKSHIRE MORTGAGE CORPORATION


RICHARD GOLZ
President

STATE OF ILLINOIS)
COUNTY OF WILL)

On this 12TH day of JULY, 1994.

Before me, a notary public for the county and state aforesaid, appeared RICHARD GOLZ personally known to me, and he did state that he was the President of BERKSHIRE MORTGAGE CORPORATION, the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that he signed his name thereto in like order to execute the free act and deed of said corporation.

Witness my hand and seal the day and year last above written.

" OFFICIAL SEAL "
HELGA C. ORKEE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/25/95


NOTARY PUBLIC

This instrument prepared by:

TRACY B. GROUNDWATER

Legal Description

LOT 79 AND THE SOUTHERLY 5 FEET OF LOT 80 IN BLOCK 2 IN MRS. HILLIARD'S SUBDIVISION OF ALL THAT PART OF BLOCK 3 LYING NORTH OF SOUTH LINE OF THE NORTH 34 FEET OF LOTS 10 AND 32 IN SAID BLOCK IN HILLIARD AND DOBBINS' FIRST ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

F.I.N. 25-08-102-003

ADDRESS: 9517 SOUTH WINSTON AVENUE
CHICAGO, IL 60643

After recording return to:
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901 North Elm Street
Hinsdale, Illinois 60521

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