# AFTER RECORDING RETUNO: FFICIAL

Malone Mortgage Com Y ny 8214 Westchester Drive, Suite 606 Dallas, Texas 75225

31711167
7 9.37.1.126V
9474416

						•	
(Space	Above	This	Line	For	Recording	Ditta)	

STATE OF ILLINOIS

FHA Case No. 131-7686186-702

MORTGAGE

94744167

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is Albert Strong and wife, Noralyn K. Strong

August 18, 1994.

("Borrower").

This Security Instrument is given to

Franklin Home Funding Corp.

which is organized and existing under the laws of Illinois and whose address is 15345 S. Cleero Avenue Onk Forest, Illinois 50-152

("Lender").

Borrower owes Lender the principal sum of

Eighty Two Thousand Eight Condred Fifty and no/100

Dollars (U.S.\$82,850,00).

This debt is evidenced by Borrewe'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 September 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the deor 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 revenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and correct to Lender, the following described property located in Cook County, Illinois:

Lot 55 (Except the South 2 feet thereon) and the South 1 foot of Lot 56 in Van Etten's West Pullman Park Subdivision being a Subdivision of Block 2 of the East 1/2 of the Southwest 1/4 and the Southeast 1/4 of fractional 1/4 of Section 28, Township 37 Nurth, Range 14, East of the Third Principal Meridian, North of the Indian Boundary Line according to the Plat the aur recorded July 8, 1925 as Document 8969314, in Cook County, fffinois. -OUNTY C,

-01 RECORDING TRAN 6356 08/24/94 COUNTY RECORDER

PIN# 25-28-407-037

which has the address of

12456 S. Princeton Avenue,

(Street)

Chlengo, [City]

Illinois

60628

[State]

[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 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.

- t. 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. Horrower 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.

Page 1 of 4

HUD Mortgage Form 5/91

**NALINOIS** 

Each monthly installment to treats (a), to a mineral equations twell hold be at two antennas, as reasonably estimated by Lender, plus an amount sufficient to mean an idilitial brance of the man we stip of the estimated amounts. The this annual amount for each near shall be accumulated by Lender witten 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 deliciency on or before the date the frem 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 accomulate the full annual mortgage insurance promium with Londer 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 sams secured by this Security Instrument, Horrower's necount shall be credited with the bylance 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 forcetosure side of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for lons (a), (b) and (c).

3. Application of the ments. All payments under paragraphs i and 2 shall be applied by Lender as follows:

FIRST, to the mortging insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortging insurance premium;

SECOND, to any taxes, special assessments, leasthold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THRD, 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 Ir suru (ce. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any harmon ensualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Horrower shall also insure all improvements on the Property, whether now in existence or subsequantly exected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Londer. The insurance policies and any renewals shall be held by Londer and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Leader immediate notice by mail. Leader may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby at thorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of a coverage 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 posipone 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 even in 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 forcelosure 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 riss to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property, Parrower's Loan Application; Leaseholds. Horrower shall occupy, establish, and use the Property as Borrower's principal residence within skey 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's or unless extenuating circumstances occupancy, unless the Secretary determines this requirement will cause undue hardship for Borr, wer 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 went and tear excepted. Lender may inspect the Property if the Property is vacant or abundoned 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 toan application process, gave materially folse or inaccurate information or statements to Lender (or failed to proceed Lender with any material information) in connection with the toan 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 leaschold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leaschold and fee title shall not by merged unless Lender particles. 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 a Rosenwer shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Horrower 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 in the option of Lender, shall be immediately due and payable.

HUD Mortgage Form 5/91

- 7. Condemnation. The process of my ware or claim for damages, direct of consequential, in connection with any condemnation or other taking or any part of the Property, or or cappendic in place is condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the meditedness that remains ampaid 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.
  - 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 cose 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
    - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secrete 5 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 transfer ed (other than by devise or descent) by the Horrower, 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 kerepy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
    - (c) No Walver. If circlanstances occur that would permit I ender to require immediate payment in full, but Lender does not require such payments, Lindir 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 foreclose if not paid. This Security Instrument does not authorize acceleration or forcelescre if not permitted by regulations of the Secretary.
    - (e) Mortgage Not Insured. Borrower agices that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National House, 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 nathorized agent of the core any dired 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 ever ised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premittar to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Center 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 show ender 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 refect as if Londer had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) for der has accepted reinstatement after the commencement of forcelosure proceedings within two years immediately preceding the commencement of a current forcelosure proceeding, (ii) reinstatement will preclude forcelosure on different grounds in the future, or (ii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the line of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in incress of Borrower shall not operate to release the liability of the original Borrower or Horrower's successor in interest. Lender shall make required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amoraiz aon of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. A 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 sourced. Any December 1. 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 mulling 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 smile give and conformed opy of this Security lead unight.

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 Horrower 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 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 terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Horrower 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 an 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 attorney's fees and costs of title evidence.
- 18. Release. Upon sayment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower corrower shall pay any recordation costs.
  - 19. Walver of Homestend. Lorrower waives all right of homestead exemption in the Property.

Riders to this Security Instrumer. 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(cs)].

		quity Rider Payment Rider		
Provisions pertaining to rulesses are contained in the RehatinitialsInitials	billtation 12 an R	ider which is attached to	this Mortgago and made a	part horsof.
BY SIGNING BELOW, Borrower accepts a rider(s) executed by Borrower and recorded with Albert Strong		Namiya K. jay'ing	11/14	(SEAL)
	(SEAL) Borrower		Ti	(SEAL) Borrower
STATE OF ILLINOIS,	Ca	K County ss:		
Albert Strong and wife, Noralyn K. Strong  were subscribed to the foregoing instru- they signed and delivered the said instrume therein set forth.  Given under my hand and official seal, this My Commission expires: March 15, 19	, personally ument, appearent as 土人	known to me to be ed before me this de control of Au	be the same personal $r$ and $r$ and $r$ and $r$ and $r$ and $r$	whose name(s) crowledged that es and purposes

OFFICIAL SEAL
STEVEN O ROSS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/16/98

## **UNOFFICIAL COPY**

FHA Case No. 131-7686186-702

#### REHABILITATION LOAN RIDER

THIS REHABILITATION LOAN RIDER is made this eighteenth day of August , 1994 , 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

### Franklin Home Funding Corp.

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

12456 S. Princeton Avenue, Chicago, Illinois 60628

(Property Address)

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

- A. Loan proceeds ar to be advanced for the rehabilitation of the premises in accordance with the Rehabilitation Loan Agreement dated August 18 , 1994, between the borrower and lender. This agreement is incorporated by reference and made a part of this mortgage. No advances shall be made unless approved by a Direct Endorsement Underwriter or the Assistant Secretary of Housing Federal Housing Commissioner, Department of Housing and Urban Development.
- B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and the property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the reincipal indebtedness, and be secured by the mortgage and be due and payable on demand with interest as set out in the note.
- C. If borrower fails to make any payment or to perform an other obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 20 ta/s, the loan shall, at the option of lender, be in default.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contains: in this Rehabilitation Loan Rider.

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)