94982550

Anlone Mortgage Company 3214 Westchester Drive, Suite 606 "lus, Terms 75225

94982550

 (Space	Above	This	Line	Por	Recording	Data)	
 						•	

STATE OF ILLINOIS

PHA Case No. 131-7784026-702

### FHA MORTGAGE

THIS MORTGAGE ("Scourity Instrument") is given on The Mortgager is Nayef Al-Wassi

Novembor 1, 1994.

("Borrower").

This Socurity Instrument is given to

Alliance Mortgage Corporation

which is organize and existing under the laws of Illinois and whose address is 1640 South Ardmore Avenue Villa Park, IL 60151

("Londor").

Borrower owes Lender "to principal sum of Ninety Four Thousand Tarks Mundred Fifty and no/100 Dollara (U.S.\$94,355.00). 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, it are paid earlier, due and payable on December-1, 2024. This Security Instrument secures to Lender: (a) the repayment of the date 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 commits and agreements under this Security Instrument and the Note, For this purpose. Borrower does hereby grant and convey to Lender, the following described property located in Cook County, Illinois:

Lot 39 in Block 9 in Rose Park Subdivision of the East 1/2 of the Southwest 1/4 of Section 13, Township 40 North, Range 13, East of the Third Princips Meridian, in Cook County, Illinois.

DEPT-OL RECURDING

129,50

TRAN 6234 11/21/94 13126100

County Clarks C **\*-94-982550** 

COOK COUNTY RECORDER

which has the address of

4135 North Mozart Street,

[Stroot]

Chicago, [City]

Illinois

(State)

60618

[Zip Code]

("Propiny Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, cents, royalties, mineral, oil and gas rights and profits, water rights and atock and all fixtures now or hereafte. 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,

- 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 Taxes, 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.

HUD Mongage Form 5/91 ILLINOIS

29.50 Page 1 of 4 Borrower's Inklish N.A.

Francisco Contractor

Property of County Clerk's Office

Each monthly installment of ton (a) (c) half a grading-twelfh of the power sections, as reasonably entimated by Lender, plus an amount sufficient of accuration and additional total of the most light of the callingled smoothing. The full annual amount for each lion shall be accumulated by Lender within a period ending one menth before an item would become delinquent. Lender shall hold the amounts collected in trust to pay libins (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 Londer 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 Lander any amount necessary to make up the deficiency on or before 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 your in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include oither: (i) an installment of the annual mortgage insurance promium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance promium if this Security Instrument is hold by the Secretary. Buch 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 mertgage 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 branco remaining for all installments for lions (a), (b) and (c) and any mortgage insurance premium installment that Londor has not become obligated to pay to the Secretary, and Londor shall promptly refund any excess funds to Borrower. Immediately prior to a forcelosure sale of the Preperty or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for son's (a), (b) and (c).

3. Application of Paratents. All paymonts under paragraphs I and 2 shall be applied by Londor as follows:

FIRST, to the mortgage inverses premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage instrance promium;

SECOND, to any taxes, speciel assessments, leasohold payments or ground rents, and fire, flood and other hazard insurance promiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the nelocipal of the Note;

PIPTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard In grange. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazar a, asualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and or the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether require and in relationary or the periods that Lender requires. on the Property, whether now in existence or subsequently stocked, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Londor. The insurance policies and any renewals shall be held by Londor and shall include loss psyable clauses in favor of, and in a security of the paper of loss.

In the event of loss, Borrower shall give Lender immedia o inches by mall. 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 Londer jointly. All or any part of the bourance 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 exactation 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 of or an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legal, 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 mass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property Perrower's Loan Application; Leaseholds. 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 Borre wer, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall mulify 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 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 Proporty. Borrower shall also be in default if Borrower, using the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representation, concerning flurrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title rhall not be nowed unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Londer'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 Londor's interest in the Property, upon Londor's request Borrower shall promptly furnish to Londer recoipts evidencing these payments.

If Borrower 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 logal 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 Londor 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 at the option of Lender, shall be immediately due and payable.

W.A.

Property of Cook County Clerk's Office

かいのへい

- 7 Condemnation. The project of the agent of claim to samage, direct of condensation or other taking of my part of the Project, of the condensation or other taking of my part of the Project, or for the very agent of the find and shall be paid to Lendor to the extent of the full amount of the indebtedness that remains impaid under the Note and this Security Instrument. Londor shall apply such provoods 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 than to prepayment of principal. Any application of the proceeds to the principal shall not extend or posipone the this 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 containing indebteducias under the Note and this Socurity Instrument shall be paid to the ontity legally entitled therein.
  - 8. Fres. Londor may collect fees and charges authorized by the Secretary,
  - 9. Grounds for Acceleration of Debt.
    - (a) Definiti. Londer may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immodiate payment in full of all aums accured 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 cate 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 Secretar, require immediate payment in full of all sums secured by this Security Instrument ift
      - (i) All or port 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 device 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 at over my the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary,
    - (c) No Whiver, If circumstances occur that would permit Londer to require immediate payment in full, but Londer does not require such payments. Loude does not waive its rights with respect to subsequent events.
    - (d) Regulations of HUD Secretary, in many of comstances regulations issued by the Secretary will limit Londor's rights, in the case of payment defaults, to require immediate payment in full and forcelose if not paid. This Security Instrument does not authorize acceleration or forcele are if not permitted by regulations of the Secretary.
    - (e) Mortguge Not Insured. Borrower age es his should this Security Instrument and the Note secured thereby not be eligible for insurance under the National House, her 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 S cret ry 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 Lunder when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 29. Reinstatement. Borrower has a right to be reinstated if London 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 foreelesure proceedings are instituted. To reinstate the Security Instrument, Borrower shrd 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, forcelesure costs and reasonable and customary attorney's fees and expenses properly associated with the fercelosure 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 foreelesure proceedings within two years immediately preceding the commencement of a current foreelesure proceeding, (ii) reinstatement will preclude forcelesure 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 Waiver. Extension of the one of payment or modification of amortization of the sums secured by this Security Instrument granted by Londer 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 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 proclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Limbility; 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. Horrower'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 convoy 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 Londor and any other Borrower may agree to extend, modify, forhear or make any accommodations with regard to the torms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Burrower provided for in this Security Instrument, shall be given by delivering it or by mailing it by first class mail unless applies ble 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 mall to Lender's address stated herein or any address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lander when given as provided in this paragraph,
- 14. Governing Law; Severnbility. 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 exh be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Property or Coot County Clerk's Office

AND

16. Assignment of Rents. Horrower unconditionally assigns and transfers to Londer all the rents and revenues of the Property. Borrower authorizes Londor or Londor's agents to collect the routs and revenues and hereby directs each tenant of the Property to pay the cents to Londer or Londer's agents. However, prior to Londer's notice to Herrower of Berrower's breach of any covenant or agreement in the Security Inscriment. Herrower shall collect and receive all routs and revenues of the Property as trustee for the hemili of bonder and Borrower. This assignment of routs constitutes an absolute assignment and not an assignment for additional accurity only,

If Londer gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Londor only, to be applied to the sums secured by the Security Instrument; (b) Londor shall be entitled to collect and receive all of the rents of the Property; and (e) each tenant of the Property shall pay all rents due and impaid to Lender or Londer's agent on Londor's written domand to the tonant.

therrower has not executed any prior assignment of the rents and has not and will not perform any set that would prevent Londer from exercising its rights under this paragraph 16.

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

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

- 17. Foreclosure Procedure. If Londor requires immediate payment in full under paragraph 9, Londor may invoke the power of sale and an, other remedies permitted by applicable law. Londer shall be entitled to cultect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable atterney's fees and costs of title ovidence.
- 18. Release. Upon mymont of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower Porrower shall pay any recordation costs.
  - 19. Walver of Homestend. Lorrower walves all right of homestend 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 cach such rider shall be incorporated into and shall amend and supplement the covenants If one or more riders are executed by Borrower and recorded together with this and agreements of this Security Instrument, as if the rider(s) were in a part of this Security Instrument. [Check applicable

v sintenti	
Condominium Rider       Growing I	Paymont Ridor
Provisions portaining to releases are contained in the Rehabilitation thereof.	tidor which is attached to this Mortgage and made a part
BY SIGNING BELOW, Borrower accepts and agrees to rider(s) executed by Borrower and recorded with it.	torms contained in this Security Instrument and in any
Nayer Al-Waw Borrower	LEILA PEDIA AL-HAWI, SIGNING NOT AS BOTTOWER MORTGAGOR, BUT FOR THE SOLE PURPOSE OF HAIVING ANY ALL HOMESTE'S AND MARITAL RIGHTS.
(SEAL) Borrower	(SBAL) Borrower
STATE OF ILLINOIS.  I. THE UNDERSIGNED . a Notary Principle	County ss: Coole
Nayof Al-Wawi , personally known to me to be the same foregoing instrument, appeared before me this day in person, and instrument as free and voluntary act, for the	uses and purposes therein set forth.
Given under my hand and official seal, this	day of November, 19 7 Cl.  Notary Public
"OFFICIAL SEAL" STEVEN WINER	

Hotary Public, State of My Commission Expires 2/5/9?

HUD Modgage Porm 5/91

Property of Cook County Clerk's Office

のはのかいない。

## UNOFFICIAL GOPY OF

1711A Case No. 131-7784026-702

### REHABILITATION LOAN RIDER

THIS REHABILITATION LOAN RIDHR is made this first day of November , 1994 , and is incorporated into and shall be decided 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

### Alliance Mortgage Corporation

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

### 4135 North Mozart Street, Chicago, Illinois 60618

(Property Address)

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

- A. Long proceeds we to be advanced for the rehabilitation of the premises in accordance with the Rehabilitation. Long Agreement dated November t ..., 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 U.ban Development.
- if the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lander is vested with full nuthority to take the necessary step; 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 principal indebtedness, and be secured by the mortgage and be due and payable on deman? With interest as set out in the note.
- C. If borrower falls to make any payment or to perform any 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 3 clays, the loan shall, at the option of lender, be in default.

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

	•		
(Soni)		LUGULI (Sonl)	MA fef Al-
(Soal)		(Scal)	

Property of Cook County Clark's Office