UNOFFICIAL COPY

in the group of encountry arresponding to 9 of Archaell March and Michigan Control of the Control of and the first plant on a segment of a second of the large suppose by the contract conduction of the contract of the A finance and the median community of the first of the purity of the transport of the second of the or of no contributed groups at a section to the first terminal of the confidence of the terminal members a grape for realization of the early and margin of designify we talk trail at most all a companies to the contractions. The man have been been as to the man prochamment months of the best of the beautiful of the contract of and the second Principal, Intercolound Late Characters are a field by a factor of the conservation of --- (Space Above This Line For Recording Date) and the state of the second seco Burgo of several ver MORTGACE and seal of the Cost March the Cost of the Cost afe as the strainer of the army processes are compared to the competenced or an action of 131:7820572-793 are an A digital and the higher among the CMC, NO 10,000 1284720 mg/l winding the responsibility of the earth force of the property and respect to the establishment and the adt negtrer and medt opner for la negtrif lemonthis, me metrical et troudline amoure de edit et le le la hodentism This MORTGAGE ("Security Instrument") is given on the November (1776-1894) in the Mortgagor is (a) JOHN: O. MURRAY The complicated movement of the feet from the opening moved blooming or to took of dimensional Superpolish ration of Eatherson of Contains CHRISTINE M. MURRAY His Wifa DEPT-01 RECORDING \$31.00 Streng would strate a stone ... a bas (c) for work of a base of a base strength 711100 TRAN 7123:11/23/94 10:55:00 ("Borrower"). This Security Instrument is given to CROWN MORTGAGE CO. 1 1 19987 \$100 € 94-94-989748 A PROCESS OF A STORY OF A STORY OF A SECONDER OF A SECONDE The factor of the same of alient of the production of the common of the control of the contr which is organized and existing under the laws of the State of FFII no is a second of the whose 6141 W. 95TH ST. OAK LAWN, IL 60453 address is policy and programme of her annual learning of the control Borrower owes Lender the principal sum of The Court of the man analytical energy in the month has a green before a consectable members Dollars (U.S. \$ 65,748,00 %). 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 not paid earlier, due and payable on December 1, 2024 This Security Instrument secures to Lerder (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 LOT 20 IN BLOCK 16 IN A.T. MC INTOSH & CO'S HOME ADDITION TO MIDLOTHIAN TO SECTION 11, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, and Application of Max heater Advanced by the control of the control of the control of Maximum Advanced by the control of the otrogravija vedenika i otrak kalentoko etroka etako eta kolonijat orozalika aren etako (**94989746** otrakt and the state of t to and the contribution of the

TAX ID NO. 28-11-210-005-0000

TAX ID NO.

TAX 10 NO.

which has the address of 14423 SOUTH TRUMBULL, MIDLOTHIAN TRUMBULL, MIDLOTHIAN TRUMBULL, MIDLOTHIAN TRUMBULL, STREET TRUMBULL, MIDLOTHIAN TRUMBU Illinois 60448

ULL, MIDLOTHIAN
(Street, City),
(Zip Code) ("Property Address");

prompted to be refutiged a poster as the

Third, transfer to make the Song

AR(IL) is ion

VMP MORTGAGE FORMS . (313)293-8100 . [800]521-7891

PHA Illinois Mortgago 2/91

UNOFFICIAL COPY

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 seised 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.

- 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.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become definquent. 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 tems 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 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 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 accumulate the full annual mortgage insurance premium with Lender 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, acm 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 Instrumer., Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any nortgage 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 foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

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

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

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note:

Fifth, to late charges due under the Note.

Initials: 10 24 Cmm

UNOFFICIAL COPY CMC NO. 0001264720

d. Fire, Plond and Other Hazard Insurance, Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail, 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 Lender jointly. All or any part of the longrance proceeds may be applied by Londer, 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 postpore, 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 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.

In the event of foreclosure 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 pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, earblish, 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 Borrower, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extendating circumstances exist which are beyond Borrower's control. Borrower shall notify 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 abandance or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandance 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 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, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is to on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the regge 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 ninure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly turn to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or rais 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 at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid 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

Intrinsia O M

4R(IL) (0103)

94989748

UNOFFICIAL COPY

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) Horrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Williaut 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 pact 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 paymer is, I ender 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 defaulte to require immediate payment in full and 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 Tousing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in part graph 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. Notwick-tanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solery 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 such 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 attorneys' 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 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; Forbearance 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 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 preclude the exercise of any right or remedy.

-4R(IL) 191931

Initials D M

UNOFFICIAL COPY

- 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 corsigns this Security Instrument but does not execute the Note: (a) is corsigning 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 participant.
- 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. Borrawer's Capy. Barrawer smill be given one conformed copy of this Security Instrument.
- 16. Assignment of Rents. Borrower and additionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender of Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of amy obvenant 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 feculity 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 impaid 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.

in a person of the entire and process of the party

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 dure or waive any default or invalidate any other right of 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. Borrower and Lender further covenant and agree as follows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. 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 with a little of the security in the security in
 - 19. Waiver of Homestend. Borrower waives all right of hontestead exemption in the Property.

Agrico de de la grantem de tense protegias de la constada en la legal decimiente inquiente de tense en la terma de comprese de la comprese del comprese de la comprese del comprese de la comprese del comprese del comprese de la comprese de la comprese del comprese del comprese de la comprese de la comprese de la comprese del comprese de la comprese del comp

COESTCIAL SEAL

Diane Greene

Holary Public, State of Illinois root (11) | State of Illinois roo

Page 15 of BOND ROW SWOSD COM BOY SOM BOY STANDS ON THE COMPANY SOME STANDS OF THE COMPANY SOME STANDS

UNOFFICIAL COPY NO. 0001264720

41

20. Riders to this Security Instrument, If one or mowith this Security Instrument, the covenants of each such supplement the covenants and agreements of this Security Instrument. (Check applicable box(es,1)	
Condominium Rider Planned Unit Development Rider Graduated Pa	
94	94989748
BY SIGNING BELOW, Borrower accepts and agrees u. tile terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses:	
•	JOHN O. MURRAY -Borrower
	Charles M. MURRAY His Wife - Portower
(Seal)	(Seal)
STATE OF ILLINOIS, Cook	County ss:
I, the undersigned , a Notary Public in and for said county and state do hereby certify that JOHN O, MURRAY CHRISTINE M. MURRAY His Wife	
name(s) subscribed to the foregoing instrument, appeared before	personally known to me to be the same person(s) whose one me this day in person, and acknowledged that they/ther free and voluntary act, for the uses and purposes
Given under my hand and official seal, this 17	day of November 1994 .
My Commission Expires: This Instrument was prepared by: CROWN MORTGAGE CO. Page 6 o.	Notary Public "OFFICIAL SEAL" Diane Greene Notary Public, State of Illinois Notary Public, State of Illinois Any Commission Expires 1/30/97