95744556

AFTER RECORDING RETURN TO:

Malone Mortgage Company America, Ltd. 8214 Westchester Drive, Suite 606 Dallas, TX 75225

DEPT-01 RECORDING

\$37.00

- T#0012 TRAN 7256 10/31/95 15:10:00
 - \$8983 ÷ CG ×-95-744556
 - COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

STATE OF ILLINOIS

FHA Case No. 131:8065401-702

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

The Mortgagor is Anthony V. Tromb at married to Anastasia G. Trombetta

October 19, 1995.

whose address is 14516 Club Circle Drive Oak Forest, IL 60452

("Borrower"). This Security Instrument is given to Franklia Home Funding Corp.

which is organized and existing under the laws of Illinois

and whose address is 15345 S. Cicero Avenue

🖔 Oak Forest, Illinois 60452

Borrower owes Lender the principal sum of

Eighty Nine Thousand Eight Hundred Fifty and no/100

Dollars (U.S.\$89,850.00).

("Lender").

This debt is evidenced by Borrower's note dated the same date as th's Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1

This Security Instrument secures to Lender: (a) the repayment of the dept 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 perpower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to Lender, the County, Illinois: following described property located in Cook

Parcel 1: The West 17 feet 5 inches of the East 75 feet 5 inches of Lot 16 (except the North 13 feet 6 inches thereof) and of the North 24 feet of Lot 15 in Block 6 in Rossell's Bonnie Brae Addition to R'ver Forest, being a subdivision of the North 1/2 of the East 1/2 of the Northeast 1/4 of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian, except therefrom the West 33 feet and the South 33 feet thereof dedicated to the Village of River Forest for street purposes, in Cook County, Illinois, and Parcel 2, both being more particularly described on Exhibit "A" attached hereeto and made a part hereof.

*Anastasia G. Trombetta is signing this mortgage soley for the purpose of waiving her homestead rights.

15.01 - 211-365-0000

which has the address of

1414 North Harlem Avenue #B,

[Street]

River Forest,

Illinois

[City]

[State]

[Zip Code]

("Property Address");

HUD Mortgage Form 5/95

ILLINOIS

Page 1 of 6

Borrower's Initials

Property of Cook County Clerk's Office

TOGETHER WITH an the improvements now of hereafter crected 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.

- 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 payment 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, a sum for (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 under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the accuract 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, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are a silable in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums securic by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment 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 foreclosure sale of the Property or its acquisition by Lender, Borrower's accounts 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.

4. Fire, Flood 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.

Page 2 of 6
Borrower's Initials

HUD Mortgage Form 5/95
ILJ.ENOIS

Property of Coot County Clark's Orica

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 incurance 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 insurance 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 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 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, Progration, Maintenance and Protection of the Property; Borrower'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 Borrower, 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 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 Property. Screwer 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 on a leasehold, Borrower shall comply with the provisions of the lease. If porrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the property 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 Borrower shall promptly furnish to Lender, receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragram 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 I roperty and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Property 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Porrower 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 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.

Page 3 of 6
Borrower's Initials

HUD Mortgage Form 5/95
ILLINOIS

Property of Cook County Clerk's Office

- 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) 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 circuristances 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 foreclose if not paid. This Security Instrument does not authouze 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 Pragraph 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 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.

Page 4 of 6 Borrower's Initial

HUD Mongage Form 5/95
FLINOIS

- 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 expect 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 Lerue, 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 one 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's agent on Lender's written draward 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 c. semedy 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 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 attorney's 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Page 5 of 6
Bossower's Initials

HUD Mortgage Form 5/95

Property of Coot County Clert's Office

LEGAL DESCRIPTION FOR

1414 North Harlem Avenue #B River Forest, Illinois 60305

Parcel 1:

The West 17 feet 5 inches of the East 75 feet 5 inches of Lot 16, (except the North 13 feet 6 inches thereof) and of the North 24 feet of Lot 15 in Block 6 in Rossell's Bonnie Brae Addition to River Forest, being a subdivision of the North 1/2 of the East 1/2 of the Northeast 1/4 of Section 1, Township 39 North, Range 12 East of the Third Principal Meridian, except therefrom the West 33 feet and the South 33 feet thereof dedicated to the Village of River Forest for street purposes, in Cook County, Illinois.

Parcel 2:

Non-Exclusive easement for the purpose of parking automobiles and for the purpose of Jagress and Egress for the benefit of Parcel 1 as created by Decla atton Recorded October 3, 1950 as Document Number 14918147 over and upon the following described property: The West 24 feet that part of 100 13, 6 except the North 13 feet 6 inches) and of that Part of Lots 13, 14 and 15 lying East of the West 8 feet and West of the East 127 feet 11 inches thereof, in Block 6 in Rossell's Bonnie Brae Addition to River Forest being a subdivision of the North 1/2 of the East 1/2 in the Northeast 1/4 of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian, excepting therefrom the West 33 feet and the South 33 feet thereof deeded to the Village of River Forest for street purposes, in Cook County, Illinois.

大の時間が中国はある

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 [] [] Planned Unit Development Rider [[X] Other Rehabilitation Loan & Non-Occu	Graduated Pa		[] Adjustable Rate Rider
Provisions pertaining to releases are contained in the Rehabili	itation Loan Rider	which is attached to this	Mortgage and made a part hereof.
BY SIGNING BELOW, Borrower accepts a any rider(s) executed by Borrower and recorded		he terms contained in	this Security Instrument and in
Witness:	\	Vitness:	
Entrony Lisabeth	(SEAL)	***************************************	(SEAL)
Anthony V. Trombetta	lorrower		Borrower
De A. Standitt	(SEAL)		(SEAL)
	(SEAL) _		Borrower
**** Anastasia G. Trombetta	s #igning	this mortgag	e solely for the
purpose of walving her h	omestead	rights ***	
STATE OF ILLINOIS,	(,	Cook County ss:	
Ι, ,	a Notary Public	oin and for said count	y and state, do hereby certify that
Anthony V. Trombetta and Anastasia G.		7/1	
personally known to me to be the same person(s) v	vhose name(s)	is ubscribe	d to the foregoing instrument,
appeared before me this day in person, and acknowle	edged that he		signed and delivered
the said instrument as free and vo			
Given under my hand and official seal, this	14	day of	<u>, 19 75 .</u>
W 0			S
My Commission expires:		Just 10	aula C
**COFFICIAL SEAL" Linda Eldridge Notary Public, State of Illinois My Commission Expires 08/30/95		Notary	
This instrument was prepared by Peirson & Patterson, Attorneys at Law			

4025 Woodland Park Blvd., #220 Arlington, Texas 76013-4301

> HUD Mortgage Form 5/95 ILLINOIS Page 6 of 6 Borrower's Initials

NON-OWNER OCCUPANCY RIDER

THIS NON-OW	NER OCCUPANCY RIDER is made this nineteenth			
day of October,	1995 , and is incorporated into and shall be deemed			
to amend and	d supplement the Mortgage Deed of Trust or Security Deed ("Security			
	the same date given by the undersigned ("Borrower") to secure Borrower's			
	din Home Funding Corp.			
("Lender") of t	the same date, and covering the property described in the Security Instrument			
and located at	;			
	AMA NI SI TI A MIN THE PROPERTY CORRE			
1414 North Harlem Avenue #B, River Forest, Illinois 60305 [Property Address]				
	(coperty contains)			
	of an 1 notwithstanding the provisions of paragraph 5 of the Security Instrument, Borrower			
represents that ((s)he does not intend to occupy the property described in the Security Instrument as a			
principal residen	ce, and mark applicable item(s)]:			
	Ox			
	A. The Security Instrument is for a streamline refinance of a loan which was			
	previously FHA-in ured.			
X	B. The Security Instrument is for a loan to be insured under Section 203(k) of the			
	National Housing Act.			
	C. The Security Instrument applic to property sold under HUD Single Family			
	Property Disposition Program and racks the requirements thereof.			
	D. The Borrower is an Indian Tribe as provided in Section 248 of the National			
	Housing Act or a member of the Armed Serices who is unable to occupy the			
	property because of his or her duty assignment as provided in Section 216 or			
	Subsection (b)(4) or (f) of Section 222 of the National Housing Act.			
	· · · · ·			
	E. The Security Agreement is for property sold to a state or local covernment agency			
	or instrumentality or a non-profit organization (qualified unds. Section 501(c)(3)			
	of the Internal Revenue Code) that intends to sell or lease the property to low			
	or moderate income persons.			
	F. The Security Instrument is for property that is or will be a secondary residence			
	of Borrower and is eligible for an FHA-Insured mortgage in order to avoid undue			
	hardship for Borrower.			
BY SIGNING E	BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy			
Rider.				
1 2 61				
Mr. Theorem	n A la salvetta			
Anthony V. Tren	moetta			

Property of Coot County Clert's Once

FHA Case No. 131:8065401-702

REHABILITATION LOAN RIDER

THIS REL'ABLITATION LOAN RIDER is made this nineteenth day of October , 1995, 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 (")lote") to

Franklin Home Funding Corp.

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

1414 North Apr.em Avenue #B, River Forest, Illinois 60305

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

- A. Loan proceeds are to be advanced for the rehabilitation of the premises in accordance with the Rehabilitation Loan Agreement dated October 19, 1995, between the borrower and lender. This agreement is monoporated by reference and made a part of this mortgage. No advances shall be made valoss approved by a Direct Endorsement Underwriter or the Assistant Secretary of Fousing 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 principal 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 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 30 days, the loan shall, at the option of lender, be in default.

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

95744556

Quellan / Combilla (Seal) (Seal)

Property of Cook County Clark's Office