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DEPT-01 RECORDING \$39.00
 T#0014 TRAN 9452 11/29/95 10:00:00
 #1570 # RH *-95-822647
 COOK COUNTY RECORDER

85b

AFTER RECORDING MAIL TO:
 BERKSHIRE MORTGAGE CORPORATION
 901 N. ELM STREET
 HINSDALE, ILLINOIS 60521

AT.G.F.
BOX 370

AP# LEWISJ-95F-5045
 LN# 1506068417

390

[Space Above This Line For Recording Data]

STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.

131:8095576-703

This Mortgage ("Security Instrument") is given on November 16, 1995. The Mortgagor is James E. Lewis, Sr. and Flay V. Lewis, His Wife

whose address is 219 East 168th Place, South Holland, IL 60473

("Borrower"). This Security Instrument is given to Indy One Mortgage, Div. of Berkshire Mortgage Corporation, A Corporation which is organized and existing under the laws of Illinois and whose address is 600 Holiday Plaza Drive, Matteson, IL 60443

("Lender").

Borrower owes Lender the principal sum of One Hundred Seven Thousand Seven Hundred Fifty Dollars and no/100 Dollars

(U.S. \$ 107,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

*** SEE ATTACHED LEGAL DESCRIPTION ***

which has the address of 219 East 168th Place South Holland
 Illinois 60473 (Street) (City)
 [Zip Code] ("Property Address");

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and other hazard insurance premiums, as required;
SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood
charge by the Secretary instead of the monthly mortgage insurance premium.
FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly
follows:

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as
balance remaining for all installments for items (a), (b) and (c).
foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any
Secretary, and Lender shall promptly refund any excess funds to Borrower, immediately prior to a
(c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the
Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and
If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument,
balance due on the Note.

monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal
insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each
annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage
installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full
of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly
annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead
held the Security Instrument, each monthly payment shall also include either: (i) an installment of the
premium to the Secretary, (or any year in which such premium would have been required if the Lender still
Development or his or her designee. In any year in which the Lender must pay a mortgage insurance
As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban
the deficiency on or before the date the item becomes due.

insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up
Borrower, at the option of Borrower, if the total of the payments made by Borrower for item (a), (b), or (c) is
payments or credit the excess over one-sixth of the estimated payments to subsequent payments by
on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated
than one-sixth the estimated amount of payments required to pay such items when due, and if payments
monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more
if at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future
amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.
Lender within a period ending one month before an item would become delinquent Lender shall hold the
than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by
reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more
Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amount, as
Paragraph 6.

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

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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by
this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the
right to mortgage, grant and convey the Property and that the Property is unencumbered, except for
encumbrances of record. Borrower warrants and will defend generally the title to the Property against all
claims and demands, subject to any encumbrances of record.

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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. 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 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 2, 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, Preservation, 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. 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 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 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 Borrower shall promptly furnish to Lender receipts 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 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.

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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

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

Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A from the date hereof, Lender may, at its option and notwithstanding anything in secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note permitted by regulations of the Secretary.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment default, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not subsequent events.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to approved in accordance with the requirements of the Secretary.

(b) The Property is not occupied by the purchaser or grantee as his or her principal residence, or sold or otherwise transferred (other than by devise or descent) by the Borrower, and (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is instrument if:

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment default, 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 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 the sums secured by this Security Instrument if:

(a) Lender may collect fees and charges authorized by the Secretary.

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 shall be paid to the entity lawfully entitled thereto.

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.

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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.

demand to the tenant.
tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent or Lender's written instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (a) all rents received by Borrower shall be held by Lender gives notice of breach to Borrower; (a) all rents received by Borrower shall be held by assignment for additional security only.

benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues 16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument

and the provisions of this Security Instrument and the Note are deemed to be severable.
Security Instrument or the Note which can be given effect without the conflicting provision. To this 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 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the

be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall delivering it or by mailing it by first class registered 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 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by

or the Note without that Borrower's consent.
extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and 12. Succession and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and

or preclude the exercise of any right or remedy.
successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums Borrower's successor in interest. Lender shall not be required to commence proceedings against any or modification of amortization of the sums secured by this Security Instrument granted by Lender to any 11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment

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 reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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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. 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, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
 Graduated Payment Rider
 Growing Equity Rider
 Planned Unit Development Rider
 Other [Specify] X FHA ESCROW PAYMENTS RIDER

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 7 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Bertha K. Hiron (Witness)
James E. Lewis Sr. (Seal) -Borrower
Ray V. Lewis (Seal) -Borrower
____ (Seal) -Borrower
____ (Seal) -Borrower

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LOT 35 IN PASQUINELLI'S FAIR MEADOWS FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 1, 1966, AS DOCUMENT NUMBER 2273980, IN COOK COUNTY, ILLINOIS.

P.I.N. #29-22-303-036-0000

Property of Cook County Clerk's Office

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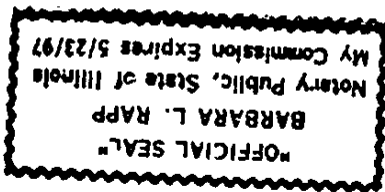
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This instrument was prepared by: Kristine E. McCann
Address: 901 NORTH ELM
HINSDALE, IL 60521

Barbara L. Rapp
Notary Public

My commission expires: 5/23/97

Given under my hand and official seal, this 16th day of November, 1995.

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

James E. Lewis, Sr. and Fay V. Lewis, His Wife
a Notary Public in and for said county and state, do hereby certify that

Cook County ss:

STATE OF ILLINOIS

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LN# 1506068417

FHA ESCROW PAYMENTS RIDER

THIS ESCROW PAYMENTS RIDER is made this 16th day of November, 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 ("Note") to
Indy One Mortgage, Div. of Berkshire Mortgage Corporation
("Lender") of the same date and covering the property described in the Security Instrument and located at:

219 East 168th Place, South Holland, IL 60473
{Property Address}

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to amend Paragraph 2 of the Security Instrument, entitled "Monthly Payments of Taxes, Insurance and Other Charges," by substituting the text of the entire paragraph with the following:

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, 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 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, 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 available 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 secured 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 account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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MULTISTATE FHA ESCROW PAYMENTS RIDER
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Property of Cook County Clerk's Office

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower
FLAY V. LEWIS

(Seal) Borrower
James E. Lewis, Sr.

James E. Lewis, Sr.
FLAY V. LEWIS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Escrow Payments Rider.

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