

# UNOFFICIAL COPY

96752899

96-0616

Prepared by: CROWN MORTGAGE COMPANY  
6141 W. 95TH STREET  
OAK LAWN, IL 60453

- DEPT-01 RECORDING \$43.50
- T-0001 TRAN 5934 10/03/96 10:04:00
- 48143 R.C. \*-96-752899
- COOK COUNTY RECORDER

State of Illinois

## MORTGAGE

FHA Case No.

131:8457677 731

0001311265

THIS MORTGAGE ("Security Instrument") is given on **September 30, 1996**  
The Mortgagor is

*C.E.L.*  
**CYNTHIA E. LATHROP** ~~WIDOWED~~ DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to

**CROWN MORTGAGE CO.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and  
whose address is **6141 W. 95TH ST., OAK LAWN, IL 60453**

("Lender"). Borrower owes Lender the principal sum of

**NINETY FOUR THOUSAND NINE HUNDRED & 00/100**

Dollars (U.S. \$ **94,900.00** ).

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 **October 1, 2026**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

EG 2/1/96

FHA Illinois Mortgage - 4/96

4R(IL)(8004)

VMP MORTGAGE FORMS - (800)521-7291

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Initials: C.E.L.



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REC'D 4/11/1994

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of Borrower's agreements and agreements under this Security Instrument; and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in Cook County, Illinois:

UNIT 1051-1 IN GLENMOR MANOR CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PROPERTY INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINQUENT IN THE DECLARATION RECORDS AS DOCUMENT #92-800718, IN EAST PRACTITIONAL HALL OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDS IN THE COMMON ELEMENTS AS DEFINED AND DELINQUENT IN THE DECLARATION UNIT 1051-1 IN GLENMOR MANOR CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PROPERTY INTEREST IN THE COMMON ELEMENTS AS DEFINED AND DELINQUENT IN THE DECLARATION RECORDS AS DOCUMENT #92-800718, IN EAST PRACTITIONAL HALL OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and 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, which has the address of 1051 WEST GRINDLAWA #1, CHICAGO, IL 60660 (Street, City), Illinois (Zip Code) ("Property Address");

TAX ID NO. **1A-05-213-033-1029**

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 charge, a sum for (a) taxes and special assessments levied or to be levied against the property, and (c) premiums for insurance required under paragraph 4, in any year in which the Lender makes a monthly 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: (1) a sum for the annual mortgage insurance premium to be paid by 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 shall be held by the Secretary.

3. Escrow Items. Before the Borrower's payments are available in the account may not be based on amounts due for the amount due to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements of \$1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended, a maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act (Lender may collect and hold amounts for Escrow Items in an aggregate amount not to exceed the sums paid to Lender are called "Escrow Funds".

4. Escrow Fund. Lender shall hold the security instrument until the Note and any late charge is paid in full. Lender shall then release the security instrument to the Borrower. If the Borrower fails to pay the note and any late charge when due, the Lender may retain the security instrument until the note and any late charge is paid in full. In the event of default, the Lender may file suit to recover the amount due under the note and any late charge. The Lender may also sue for attorney fees and costs.

5. Assignment. This instrument may be assigned by the Borrower to another person or entity, provided that the assignee agrees to be bound by the terms and conditions of this instrument. The assignee shall not be liable for any obligations of the Borrower under this instrument.

## UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

1. Limitations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants within Illinois.

2. Mortgagor and Lender shall covenant to defend the property against all claims and demands, subject to any encumbrances of record.

3. Mortgagor warrants and will defend generally in title to the property against all claims and demands, subject to any encumbrances of record.

4. Mortgagor grants and conveys the property and Lender has the right to receive the net proceeds from the sale of the property.

5. Mortgagor shall pay taxes and other charges when due, and Lender may pay them if not paid when due.

6. Mortgagor shall pay taxes and other charges when due, and Lender may pay them if not paid when due.

7. Mortgagor shall pay taxes and other charges when due, and Lender may pay them if not paid when due.

8. Mortgagor shall pay taxes and other charges when due, and Lender may pay them if not paid when due.

9. Mortgagor shall pay taxes and other charges when due, and Lender may pay them if not paid when due.

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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. 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.

**7. 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.

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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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) 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 (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property.

reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is destroyed. Borrower shall notify Lender of any substantial change in the property or allow the property to deteriorate, shall not commit waste or destroy, damage or substantially change the property or allow the property to deteriorate, exist which are beyond Borrower's control. Borrower shall notify Lender of any extraordinary circumstances. Borrower unless Lender determines that regularity of tenure for Borrower, or unless extraordinary circumstances, Borrower continues to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, continues to occupy the property as Borrower's principal residence for at least six months of a later date of transfer of the property) and shall after the execution of this security instrument (or within sixty days of a later date of transfer of the property) and shall releasehold, Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty days.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.

In the event of foreclosure of this security instrument or other transfer of title to the property that extinguishes the independence, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of foreclosure of this security instrument shall be paid to the entity legally entitled thereto.

and this security instrument shall be paid to the entity legally entitled thereto.

payments. Any excess insurance proceeds over an amount required to pay all or part including indebtedness under the Note or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such or restoration or repair of the damaged property. Any application of the principal shall not exceed (b) to the principal, or proceeds to the order of the lender, first to any delinquent amounts applied in part graph 3, and then to payment of principal, or instrument, first to the reduction of the note and this security be applied by Lender, either (a) to the reduction of the indebtedness under the Note and this security made directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may such losses directly to Lender, instead of to Borrower and is hereby authorized and directed to make payment of loss if not made promptly by Borrower. Each insurance company certifies it is hereby authorized and directed to make proof of loss if not made promptly by Borrower.

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.

The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and losses by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. Borrower shall also insure all improvements on the property, whether now in existence or subsequently erected, against hazards, losses in insurance or subsequent requirements that Lender requires, Lender 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, now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, whether

4. Fire, Flood and Other Hazards Insurance. Borrower shall insure all improvements on the property, whether

Flood, to late charges due under the Note.

Flood, to amortization of the principal of the Note; and

Tired, to increase the under the Note;

insurance premiums, as required;

Second, to any special assessments, leasehold payments or ground rents, and fire, flood and other hazard

Secretary instead of the monthly mortgage insurance premium;

Flood, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the

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

remaining for all installments for items (a), (b), and (c).

Lenders to Lender the full payment of all such sums, Borrower's account shall be credited with any balance a foreclosure sale of the property or its acquisition by Lender, Borrower's account shall be credited with any balance

all installment items (c), (b), and (c) and any mortgage insurance premium installment that Lender has not become

The Escrow Funds are pledged as additional security for all sums secured by this security instrument. If Borrower

shortage as permitted by RESPA.

not sufficient to pay the Escrow items when due, Lender may notify the Borrower and require Borrower to make up the account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is

If the amounts held by Lender for Escrow items exceed the amounts permitted to be held by RESPA, Lender shall

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- (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), 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 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 authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, 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, 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 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.

**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.

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Assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. This application of rents shall not cure or waive any default or invalidation of any other right or remedy of Lender. Any breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of prevent Lender from exercising its rights under this paragraph 17.

Borrower has not executed any prior assignment of the rents and has not and will not perform, any act that would and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument (b) Lender shall be If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as absolute assignment and not an assignment for additional security only.

Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an intent of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of intent of the Property, Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each the Property. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of NON-UNIFORM COVENANTS. Borrower and Lender further understand and agree as follows:

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Any governmental authority, that any removal, disposal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal, disposal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances or any government or regulatory agency or private party involving the Property and any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting any Hazardous Substances on or in the Property. The provisions of this paragraph shall not apply to the presence of any Hazardous Substances on or in the Property.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property.

15. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Instrument. The Note are declared to be severable.

14. Governing Law; Govervability. 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 conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and which can be given effect without the conflicting provision. To this end the provisions of this Note shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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.

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

Witnesses:

*Cynthia E. Lathrop*

CYNTHIA E. LATHROP

(Seal)  
-Borrower

STATE OF ILLINOIS,

COOK

County ss:

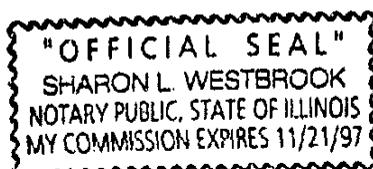
I, the undersigned, a Notary Public in and for said county and state do hereby certify  
that CYNTHIA E. LATHROP, DIVORCED AND NOT SINCE REMARRIED

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

Given under my hand and official seal, this

30th day of SEPTEMBER, 1996

My Commission Expires:



*Sharon L. Westbrook*

Notary Public

663-25296

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Initials

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WDR-4R(1L) (9604)

Property of Cook County Sheriff's Office

21. 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 a part of this Security Instrument. (Check applicable box(es))

Other [specify]       Growing Equity Rider       Graduated Payment Rider       Planned Unit Development Rider       Adjustable Rate

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

19. 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided for in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the property as available to a Lender under this Paragraph 18 or applicable law.

18. 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 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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 18, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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FHA Case No.

131:8457677 731

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **30th** day of **September**, 1996, 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 **CROWN MORTGAGE CO.**

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

**1051 WEST GLENLAKE-#1 CHICAGO Illinois 60660**  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date

The interest rate may change on the first day of **January**, 1998, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

#### (B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

#### (C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO** percentage point(s) ( **2.000 %** ) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

#### (D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

657-23665

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BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate Rider.

(k) Notice of Changes Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the current index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(E) Calculation of Payment Changes If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment of any prepayments to Principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

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FHA Case No.

131:8457677

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **30th** day of **September**, **1996**, 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 to

CROWN MORTGAGE CO.

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

**1051 WEST GLENDALE #1, CHICAGO, Illinois 60660**

[Property Address]

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**GLENMOOR MANOR**

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

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WMP-586 (9102).01

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[Space Below This Line Reserved for Acknowledgment]

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

COUNTY OF COOK COUNTY, ILLINOIS  
*Lillian E. Latrop*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this  
Condominium Rider.

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them.  
Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower  
secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment,  
these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable  
with interest, upon notice from Lender to Borrower requesting payment.

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