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KEVIN BARZANO

Prepared by: WHEN RECORDED RETURN TO:

CrossLand Mortgage Corp.

6325 Otlana Road Madison, WI 53719 DEPT-01 RECORDING

\$41.50

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T\$0014 TRAN 0152 12/23/96 13:38:00

*-96-965173 ₹2746 **‡ JW**

COOK COUNTY RECORDER

State of Illinois

MORTGAGE

THA Case No.

1318518169

Loan ID: 9474891

THIS MORTGAGE ("Security Instrume at") is given on

December 12th, 1996

The Mortgagor is

ROSE OF SHARON CHURCH, A NON-PROFIT CRGANIZATION

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

AUSTIN BANK OF CHICAGO

which is organized and existing under the laws of

-OUNTY CLOPA'S THE STATE OF ILLINOIS

, and

whose address is 2 SOUTH YORK ROAD

, BENSENVILLE, IL 60106

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

Fifty Eight Thousand Nine Hundred and no/100-----

Dollars (U.S. \$

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 January 1st,

. 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

FHA Illinois Mortgage - 4/96

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of Borrower's covenants 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:

DOT 47 IN BLOCK 1 IN EDWARD T. NOONAN'S AUGUSTA STREET ADDITION, SAID ADDITION BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN JOOK COUNTY, ILLINOIS.

Trem #: 15-03 439 041

which has the address of Illinois

4308 WEST WALTON STREET, CHICAGO 60651 (Zip Code) ("Property Address");

[Street, City],

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 Borro ver 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shell 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"), "c 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. Section 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.

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

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 our under the Note;

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

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Kaza'd 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 Leader inmediate 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 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 payment, 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 legality 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 Joan 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender 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



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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. 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 5, 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 single c paid to the entity legally entitled thereto.

7. Charges to Box over 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 vion 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, haz ard 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 bear 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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- (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 Socretary.
- (e) Nortgage 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 ordion, 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 air; Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwirkstanding 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
- 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. Up on 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 it: (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 in 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 Waiter, Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument graded 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 oy a ender 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 covenaries 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 Lorower 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 Botrower'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 of the Note without that Borrower's consent.

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- 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 effect 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 the Note and of this Security Instrument.
- 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 do, nor allow anyone else to do, anything affecting the Property that it is violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Longer written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has acrual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal 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.

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.

NON-UNIFORM COVENANTS. Borrower and Lender further coverant and agree as follows:

17. 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 Lender 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 the 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 or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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.

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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 attorneys' fees and costs of title evidence.

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 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 provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

with this Security Instrument, the covena supplement the covenants and agreements		
Instrument. [Check applicable box(es)]. Condominium Rider Planned Unit Development Rider	Growing Equity Rider Graduated Payment Rider	X Other [specify] REHABILITATION LOAN RIDER NON-OWNER OCCUPANCY RIDER
	COUNTY	
	C	7
*The Rehabilitation Loan	Agreement is incorporated By Rei	erence

21 Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

*The Rehabilitation Loan Agreement is Incorporated By Reference And Made A Part Cliffo Security Instrument.

Provisions Portal day To Releases Are Contained in The Rehabilitation Rider Which is Atlached To This Mortgage, And Made A Part Hereof.

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BY SIGNING BELOW, Borrower accepts and agrees	s to the terms contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.	
Witnesses:	v) ·7
(1)	
Mr. Kachian	Har an in Allund in (Seal)
	ROSE OF SHARON CHURCH BY Borrower
	REV. JAMES MURPHY
	(C. 1)
	(Seal)
	- Indian
6	
(Seal)	(Seal)
-Borrower	-Borrower
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(Seal)	(Seal)
u rr wer	-Borrower
' (
STATE OF ILLINOIS, COOK	County ss:
STATE OF ILLINOIS, COOK , a Notal	ry Public in and for said county and state do hereby certify
that	³ Ox.
ROSE OF SHARON CHURCH BY REV. JAMES MURI	PHY
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	hally known to me to be the same person(s) whose name(s) this day in person, and acknowledged that HE
subscribed to the foregoing instrument, appeared before me signed and delivered the said instrument as HIS	free and voluntary act, for the uses and purposes therein
signed and delivered the said instrument as HIS set forth.	nee and voidinary act, his the esercial purposes distorti
Given under my hand and official seal, this 12th	h day of December 1996 .
<u> </u>	
My Commission Expires:	1 (1)
`	Mary Col Karley
***************************************	Notary Public
"OFFICIAL SEAL"	
PAMELA J. RAYBURN	
Notary Public, State of Illinois My Commission Expires 07/25/99	9836
PARAMETER LANGE CHESTS	<u> </u>

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FHA Case No.	-
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Loar # 9474891

REHABILITATION LOAN RIDER

TU	HIS REHABILITATION LOAN RIDER is made this 12th day of	December ,
	, and is incorporated into and shall be deemed to amend and supplement the Mc	
1996	and is incorporated into and snail be deemed to amend and supplement the MC	nigage, Deed or Trust
	riv, Deed ("Security Instrument") of the same date given by the undersigned ("	portower) to secure
Bottowe	er's wate to	
	`O _A	
	AUSTIN BANK OF CHICAGO	
("Lende	er") of the state date and covering the Property described in the Security Instrument	and incated at:
	4308 WEST WALTON STREET, CHICAGO, ILLINOIS 60651 [Property Address]	
ΔΓ	DDITIONAL COVENACIS. In addition to the covenants and agreements in	nade in the Security
	ent. Borrower and Lender furrier covenant and agree as follows:	•
mstrame	CIII, DIATOWOI and Ecised for the Coverage and agree as informed	
Α.	Loan proceeds are to be advanced for the premises in accordance with the Ro	habilitation Loan
	Agreement dated December 22, 1996 , between Borrowei	
	agreement is incorporated by reference and made a part of this Security Instrum	
	shall be made unless approved by a Dire it Endorsement Underwriter or the Ass	
	Housing - Federal Housing Commission, Depart nent of Housing and Urban Deve	
В.	If the rehabilitation is not properly completed performed with reasonable	diligence, or is
.,	discontinued at any time except for strikes or lockovs, the lender is vested with	i full authority to
	take the necessary steps to protect the rehabilitation improvements and proj	perty from harm.
	continue existing contracts or enter into necessary contracts to complete the rehab	ilitation. All sums
	expended for such protection, exclusive of the advances of the principal indel	redness shall be
	added to the principal indebtedness, and secured by the Security List ument and b	
	on demand with interest as set out in the Note.	e ade and payane
C.	If Borrower fails to make any payment or to perform any obligation under the le	van including the
C .	commencement, progress and completion provisions of the Rehabilitation. Loan	Anreement and
	such failure continues for a period of 30 days, the loan shall, at the option of Load	e he in default
	such faiture continues for a period of 50 days, the foan shall, at the opinion of 5 and	ci, oc in aciaan.
RV	Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenar	as contained in this
	tation Loan Rider.	10
1		6
x Bell	O. Charles (Seal)	(Seal)
7.77		-Borrower
		-INGINIEI
REV. J	JAMES MURPHY (Seal)	(Seal)
	- Norrower	Borrower
	*OULUME!	

-Borrower

FHA	Case No.
	1318518169

Loan Number: 9474891

NON-OWNER OCCUPANCY RIDER

1995	N-OWNER OCCUPANCY RIDER is made this 12th day of December, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of ity Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to
secure Borrow	
	AUSTIN FAIR OF CHICAGO ("Lender")
of the same da	e, and covering the property described in the Security Instrument and located at:
	4308 WEST WALTON SIKIET, CHICAGO, ILLINOIS 60651
	DNAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Lender further covenant and agree as follows:
	ower represents that, notwithstanding the provisions of Paragraph 5 of the Security Instrument, intend to occupy the property described in the Security Instrument as a principal residence, and le item(s):
1.	The Security Instrument is for a streamline refinance of a loan which was previously FHA-insured.
$[\overline{X}]$ 2.	The Security Instrument is for a loan to be insured under Section 203(k) of the National Housing Act.
3.	The Security Instrument applies to property sold under HUD Single Family Property Disposition Program and meets the requirements thereof.
4.	The Borrower is an Indian Tribe as provided in Section 248 of the National Housing Act or a serviceperson 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.
<u> </u>	The Security Agreement is for property sold to a state or local government agency or a non-profit organization (qualified under Section 501(c)(3) of the Internal Revenue Code) that intends to sell or lease the property to low or moderate income persons.
FRA NON-OWNE	R OCCUPANCY RIDER
VMP-61 (9904) VMP MORTGA Page 1 of 2	4/96 GE FORMS - 1800 521 / 221

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	s eligible for an FHA-Insured mortgage in order to avo	
of the Sec rity Instrum all or part of the Prope	not require immediate payment in full, notwithstanding nent, solely because all or part of the Property, or a be rty, is sold or otherwise transferred.	meficial interest in a trust owning
BY SIGNING DE Rider.	LOW, Borrower agrees to the representations contain	ed in this Non-Owner Occupancy
Mu Elm so	Muselm (Seal)	(Seal)
ROSE OF SHARON C		-Borrower
REV. JAMES MURPI		43. N
	(ke ₂)	(Seal) -Borrower
	-Borrower	
	(Seal)	(Seal)
	-Borrower	-Bornwer
	(Seal)	(Seal)
	-Borrower	-Borrower
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