

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
PREFERRED MORTGAGE ASSOCIATES, LTD.  
3030 FINLEY ROAD-SUITE 104  
DOWNERS GROVE, ILLINOIS 60515

Prepared by: HOWARD A. DAVIS  
DOWNERS GROVE, IL 60515

DEPT-01 RECORDING \$39.50  
1400011 TRAN 3712 05/02/96 11:56:00  
\$2216 + RV #--96-332013  
COOK COUNTY RECORDER

39.50  
MAY

State of Illinois

## PURCHASE MONEY MORTGAGE

FHA Case No.

131:8282873-739

3469594

THIS MORTGAGE ("Security Instrument") is given on APRIL 30, 1996  
The Mortgagor is  
RICKY L. WISSING AND PATTY S. WISSING, HUSBAND AND WIFE

2950 NORTH SPALDING, CHICAGO, ILLINOIS 60618

("Borrower"). This Security Instrument is given to  
PREFERRED MORTGAGE ASSOCIATES, LTD.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and  
whose address is 3030 FINLEY ROAD-SUITE 104  
DOWNERS GROVE, ILLINOIS 60515 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED SEVENTY FOUR  
AND 00/100 Dollars (U.S. \$ 128,374.00 ).  
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 MAY 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

FHA Illinois Mortgage - 10/95

VMP-4R(IL) (9501)

VMP MORTGAGE FORMS - (800)521-7281

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Initials: *R.W.*  
*P.S.W.*

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CHIEF-ARIL (1881)

Leasing 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 distributions before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security instrument ("Secretary"), or in any year in which monthly payments shall also include either: (i) a sum for the annual mortgage instead of a monthly insurance premium if this Security instrument is held by the Secretary, or (ii) a monthly charge instead of a monthly 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 charges are called "escrow funds".

Interest and Late Charge. Borrower shall pay when due the principal of, and

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

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

**ROKROWER COVENANT** I warrant to the Borrower that I have lawfully selected all the estate hereby conveyed and has the right to convey the property and that it is unencumbered, except for encumbrances of record, or otherwise, which do not affect the title to the property generally than to the property against all claims and demands, subject to any covenants or record.

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".

12-33-208-019  
which has the address of 2351 NORTH HAWTHORNE , MELROSE PARK  
Illinois 60164  
StateCity.  
Zip Code ("Property Address":  
Illinois 60164

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:

THE SOUTH 1/2 OF LOT 3 AND THE SOUTHWEST 1/4 OF LOT B IN BLOCK 8 IN  
SECOND ADDITION TO LEYDEN GARDENS, BEING A SUBDIVISION OF THE EAST 21/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF

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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 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).

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

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

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

**Third,** to interest due under the Note;

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

**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 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, 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 (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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materially false or inaccurate information or statements to Lender during the loan application process, gave Borrower shall also be in default if Borrower, during the loan application process, gave any information with intent to mislead 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 made to Lender that any representations concerning Borrower's occupancy of the Property as a principal residence will not be merged unless Lender agrees to the merging in writing.

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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(h). 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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Landlord 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 of any applicable law or rule or any default or invalidation of 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.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Lender for benefit of Lender only, to be applied to the sums secured by the Security Interest until (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Project shall pay all rents due and unpaid to Lender or Lender's Agent or Lender's written demand to the tenant.

Borrower has not exceeded any prior assignment of the rents and has not performed any act that would

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues at the Property. Borrower authorizes 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 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.

NON-UNIFORM COVENANTS. Borrower and Lender further certificant 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 role they play in substances; gasoline, kerosene, other flammable or toxic materials. As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the role they play in substances; gasoline, kerosene, other flammable or toxic materials.

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 Substance or by any government or regulatory agency or private party investigating the Property and any Hazardous Substance or any regulation or rule of any governmental entity.

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 is in 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 for normal residential uses and to maintenance of the Property.

15. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the State which can be given effect without the conflicting provision. To this end the provisions of this Security or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the instrument in which the Property is located. In the event that any provision or clause of this Security Instrument is invalid, the parties hereto shall nevertheless be bound by the remaining provisions.

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

**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)].

Condominium Rider  
 Planned Unit Development Rider

Growing Equity Rider  
 Graduated Payment Rider

Other [specify]

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My Commission Expires:  
NOTARY Public, State of Illinois  
Patrick E. Hyman  
"OFFICIAL SEAL"

Notary Public

Given under my hand and official seal, this 30th day of April, 1996.

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

My Commission Expires:

RICKY L. MISSING AND PATTY S. MISSING, HUSBAND AND WIFE

I, +  
a Notary Public in and for said county and state do hereby certify  
that  
STATE OF ILLINOIS,  
County ss:  
COK

Borrower  
(Seal)

PATTY S. MISSING  
RICKY L. MISSING

Borrower  
(Seal)

Witnesses:  
any under(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in

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FHA Case No.

131:8282873-739

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **30TH** day of  
**APRIL**, 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  
**PREFERRED MORTGAGE ASSOCIATES, LTD.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
**2351 NORTH HAWTHORNE, MELROSE PARK, ILLINOIS 60164**

### 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 **OCTOBER 1**, 1997, 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 AND THREE FOURTHS** percentage point(s) (**2.750** %) 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.

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[Space below this line reserved for acknowledgment]

PATRY S. MISSINS  
-BORTOWER  
(SEAL)

RICKY L. MISSINS  
-BORTOWER  
(SEAL)

JULIA L. MISSINS  
-BORTOWER  
(SEAL)

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

A new monthly rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amounts beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment (F) or this Rider. Borrower shall have no obligation to pay any increase in the monthly payment (F) of this Rider if it is otherwise payable under Paragraph (E) of this Rider for any payment date occurring before the Change Date. Borrower shall make a payment in the new monthly amounts beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider if it is otherwise payable under Paragraph (E) of this Rider for any payment date occurring before the Change Date. A new monthly rate calculated in accordance with Paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amounts beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider if it is otherwise payable under Paragraph (E) of this Rider for any payment date occurring before the Change Date.

(G) Effective Date 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 (1) the date of the notice, (ii) the old interest rate, (iii) the new interest rate, (iv) the new monthly payment amount, (v) the new monthly payment amount, and (vi) 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.

(B) Notice of Changes

(E) Calculation of Monthly Payment  
 If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment if the new monthly payment of principal and interest.