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COOK COUNTY
RECORDER
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AFTER RECORDING, RETURN TO

Prepared by:

HOME FAMILY MORTGAGE CORP.
1307 BUTTERFIELD RD., SUITE 400
DOWNERS GROVE, IL 60515

MORTGAGE 41-30
P.M. 2,50
L 27,075.65

State of Illinois

MORTGAGE

Loan # 2193589

FITA Case No.

131-8748451-779

THIS MORTGAGE ("Security Instrument") is given on January 1, 1997
The Mortgagor is MELVIN L. KELLY and DEBRA KELLY, HIS WIFE

("Borrower"). This Security Instrument is given to HOME FAMILY MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and
whose address is 1307 BUTTERFIELD RD., SUITE 400, DOWNERS GROVE, IL 60515
("Lender"). Borrower owes Lender the principal sum of
One Hundred Twenty Five Thousand Six Hundred Fourteen Dollars and no 00/100
Dollars (U.S. \$ 125,114.00).

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 2027. 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

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amounts due for the insurance premium. disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the insurance premium. from time to time ("RESPA"), except that the cost of reserve permitted by RESPA for unanticipated Act of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be 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 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 the escrow items.

Items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds." In a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, there are (i) a monthly charge instead of a monthly insurance premium in this Section measurement is held by the Secretary, shall also include either (i) a sum for the annual insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still held the Security instrument, except monthly payment mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in property, and (c) premiums for insurance required under paragraph 4, in any year in which the Lender must pay a special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and payment, the debt evidenced by the Note and the charges due under the Note, in each monthly payment of Taxes, Insurance and Other Charges due under the Note.

1. Payment of Principal, 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 constitutes a valid and non-transferable instrument covering real property, with limited variations by jurisdiction to constitute a valid and non-transferable instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to encumbrances of record, mortgagage, garn and convey the Property and that the Property is unencumbered, except for instrumental use and non-transferable covenants and warranties and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances and features 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."

which has the address of 6977 PLUM TREE LANE, HANOVER PARK, Illinois 60103, ("Property Address")

LOT 55 IN HANOVER PARK TERRACE, A SUBDIVISION OF PART OF SECTION 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS PT# 06-36-120-014

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 County, Illinois:

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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 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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9. *Grounds for Acceleration of Credit.*

 - (a) Default, whether or not, except as limited by regulations issued by the Secretary, in the case of payment default, require immediate payment in full of all sums secured by this Security Instrument.
 - (b) Borrower default by failing to pay in full any monthly payment required by this Security Instrument.
 - (c) Borrower default by failing to pay in full any monthly payment required by the next monthly payment due or on the due date of the next monthly payment, or
 - (d) Borrower default by failing to pay in full any monthly payment required by this Security Instrument for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (e) Borrower default by failing to pay in full any monthly payment required by this Security Instrument if the borrower fails to make arrangements for the payment of taxes, insurance premiums, or other expenses required by law or regulation to be paid by the borrower.
 - (f) Death, disappearance, or incapacity of the borrower, or
 - (g) Bankruptcy, receivership, or similar proceeding, or
 - (h) Sale without Credit Approval, under such, if permitted by applicable law (including Section 41(d) of the Garnet-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument.

8. Fees, including any service fees and charges authorized by the Secretary.

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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, foreclosing 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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provided Landlord from exercising his rights under this paragraph 1.

If Lender gives notice of breach to Borrower (in full rents received by Borrower shall be held by Borrower until the trade for benefit of Lender ends), to be applied to the sums secured by the Security Instruments (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender's agent or Lender's written demand to the tenant.

17. Assignment of Rights, Borrower unconditionally assigns and transfers all the rents and revenues of the Property, Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby delegates to the Lender or Lender's agents to receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents and revenues of the Property is absolute and not in trust for any other purpose.

NON-UNIFORMITY GOVERNANTS. Borrower and Lender further agree now and agree to the following:

As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, benzene, chloroform, dioxin, formaldehyde or toxic and reproductive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state where the Property is located that relate to federal, state or environmental protection.

Borrower shall promptly, upon demand, written notice of any misappropriation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any liens or encumbrances or judgments or agreements of negotiation, settle or pay all debts, expenses, claims or demands of any kind or nature which may at any time be due or become due to any person or persons, including the Lender, in respect of the Property.

16. **Liabilities Subsidiaries.** Borrower shall not incur the costs or expenses of performing the obligations of any Liabilities Subsidiaries or absences on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Liabilities Subsidiaries in violation of any Environmental Law. The preceding two subsections shall not apply to the presentation, 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.

15. Borrower's Copy: Lessor shall be given one color-coded copy of the Note and of this Security Agreement.

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 of clause of this Security Instrument is declared invalid or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note. Noteholders with applicable law, such conflict shall not affect the governing provision of this Note and the Noteholder shall be entitled to the benefit of all other provisions of this Note notwithstanding the invalidity of any provision of this Note.

13. Notes. Any notice to the owner provided for in this Security instrument shall be given by delivery in or by mailing it by first class mail unless otherwise provided by law requires use of another method. The notice shall be delivered to the owner at his place of business or residence or at his address given 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)].

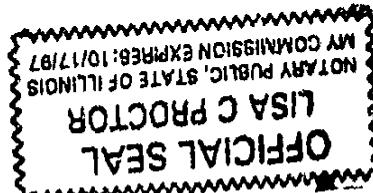
Condominium Rider Growing Equity Rider Other [specify] _____
 Planned Unit Development Rider Graduated Payment Rider ADJUSTABLE RATE RIDER

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My Commission Expires: 10/17/97

Given under my hand and official seal, this 26th

day of June 1997

free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)

that MELVIN L. KELLY AND DEBRA KELLY, HIS WIFE
I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify
that MELVIN L. KELLY AND DEBRA KELLY, HIS WIFE
County ss: COOKE

borrower
(Seal)

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

MELVIN L. KELLY
Debra Kelly

MELVIN L. KELLY
Debra Kelly

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FHA Case No.

131-8748451-709

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 26th day of June , 1995 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

HOME FAMILY MORTGAGE CORP

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

6977 PLUM TREE LANE, HANOVER PARK, IL 60103

[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 , 1995 , 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.

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(c) retrospective date of changes

A new interest 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 installments on the first payment date which occurs at least 25 days after Landlord 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 calculated in accordance with paragraph (E) of this Rider for any payments due prior to the date when Landlord has given the required notice. If the monthly payment resulting less than 25 days after Landlord has given the required notice, or if the monthly payment resulting less than the minimum amount calculated in accordance with paragraph (E) of this Rider for any payments due prior to the date when Landlord has given the required notice, Borrower shall have no obligation to pay any increase in the monthly payment required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment resulting from a change in the interest rate or the principal amount of the Note before the date when Landlord has given the required notice.

(c) Effective Date of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice 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 monthly payments, and (viii) any other information which may be required by law from time to time.

(E) Notice of Changes

If the interest rate changes e.g., Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance to the Majority of the Noteholders.

(d) Classification of polymeric Change

(D) Luminous Debt Interest Rate Changes

The existing 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, as stated in Paragraph 2 of the Note.

(D) Limits on Interest Rate Changes

(C) Calculation of Interest Rate Changes
Before each Change Date, lender will calculate a new interest rate by adding a margin of $\frac{1}{2} \%$ 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.

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

Melvin Z. Kelly
Melvin Z. Kelly

(Seal)
Borrower

Lillian Kelly
Lillian Kelly

(Seal)
Borrower

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