

# UNOFFICIAL COPY

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RECORD AND RETURN TO:  
SMART MORTGAGE ACCESS  
835 STERLING AVENUE-SUITE 230  
PALATINE, ILLINOIS 60067

DEPT-01 RECORDING 939.00  
T#0011 TRAN 5908 03/07/97 14:49:00  
53861 = KP \*-97-158228  
COOK COUNTY RECORDER

Prepared by: WENDY S. ORT  
PALATINE, IL 60068

97-53861

State of Illinois

## PURCHASE MONEY MORTGAGE

FHA Case No.

131:8585417-

### BOX 370

6152731

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 27, 1997**  
The Mortgagor is  
**DAVID C. REUBEN, A BACHELOR**

*Handwritten initials and scribbles*

1051 TOOD FARM DRIVE-UNIT 11, ELGIN, ILLINOIS 60123

("Borrower"). This Security Instrument is given to  
SMART MORTGAGE ACCESS

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and  
whose address is **835 STERLING AVENUE-SUITE 230**  
**PALATINE, ILLINOIS 60067** ("Lender"). Borrower owes Lender the principal sum of  
**SEVENTY FIVE THOUSAND SIX HUNDRED**  
**AND 00/100** Dollars (U.S. \$ **75,600.00**).

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 **MARCH 1**  
**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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FHA Illinois Mortgage - 4/96

VMAP 4R(IL) (8608)

VMF MORTGAGE FORMS - (BOOK 21-72)

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vide: *D.R.*

## ATGF, INC

DPS 1609

MS 1530

4/21/2008

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 charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. 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.

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 variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all 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."

Parcel ID #: 06-19-306-302  
 which has the address of 675 WRIGHT AVENUE, ELGIN  
 Illinois 60120  
 ("Property Address");

COOK  
 does hereby mortgage, grant and convey to the Lender the following described property located in  
 County, Illinois:  
 LOT 12 IN BLOCK 1 IN ELGIN HEIGHTS ADDITION TO ELGIN IN SECTION 18,  
 TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1991 AS DOCUMENT  
 1837442, IN BOOK 8 OF PLATS, PAGE 8, IN COOK 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 are 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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If approval of the Secretary, require immediate payment in full of all sums secured by 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 in this Security Instrument.

(iii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(ii) 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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

(n) **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.

**9. Grounds for Acceleration of Debt.**

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

above within 10 days of the giving of notice.

Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth of the Property is subject to a lien which may attain priority over the Security Instrument. Lender may give agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an contests in good faith the lien by, or defends against enforcement, of the lien in, legal proceedings which in the (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower rate, and at the option of Lender, shall be immediately (c) not payable.

secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, as the Note Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2. regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly If Borrower fails to make the payments or the payments required by paragraph 2, or fails to perform any other evidence these payments.

Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect government or municipal charges, fines and impositions that are not included in paragraph 2, Borrower shall pay all

**7. Chapter 7, Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all Security Instrument shall be paid to the entity legally entitled thereto.

payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this postpone the date of the monthly payments, which are referred to in paragraph 2, or change the amount of such paragraph 3, and then to repayment of principal. Any application of the proceeds to the principal shall not extend or under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness thereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a 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 abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave

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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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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 agreement 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

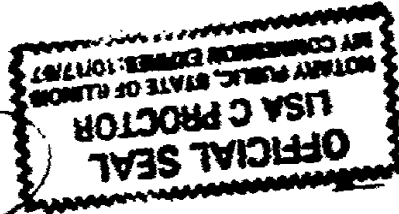
Graduated Payment Rider

Other [specify]

Adjustable Rate Rider

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DPS 7348  
Page 2 of 2



My Commission Expires: 10-17-97  
Given under my hand and official seal, this  
27th day of February, 1997  
signed and delivered the said instrument as  
witnessed by the foregoing instrument, appeared before me this day in person, and acknowledged that he  
personally known to me to be the same person(s) whose name(s)  
I, Lisa C Proctor, a Notary Public in and for said county and state do hereby certify

DAVID C. REUBEN, A BACHELOR

County ss: Kane

STATE OF ILLINOIS  
Lisa C Proctor

\_\_\_\_\_  
(Seal)  
Borrower

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DAVID C. REUBEN  
*David C. Reuben*

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.  
Witness:

822777



FHA Case No.  
131:8585417-

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27TH day of FEBRUARY, 1997, 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 SMART MORTGAGE ACCESS

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 675 WRIGHT AVENUE, EUGIN, ILLINOIS 60120

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 JULY 1, 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 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.

DAVID C. RUBIN  
*David C. Rubin*

\_\_\_\_\_  
(Seal) -Borrower  
\_\_\_\_\_  
(Seal) -Borrower

[Space Below This Line Reserved for Acknowledgment]

Rate Rider.

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

the demand for return is made.  
return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before  
excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to  
rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any  
has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note  
payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower  
of this Rider decreased, but Lender is not to give timely notice of the decrease and Borrower made any monthly  
Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E)  
calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after  
(F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount  
date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph  
on the Change Rate. Borrower shall make a payment in the new monthly amount beginning on the first payment  
A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective  
(G) Effective Date of Changes

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

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

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