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S1477094S

Prepared by:

State of Illinois

MORTGAGE

- DEPT-01 RECORDING \$39,50
- T90014 TRAN 1374 03/13/97 08:33:00
- \$9337 + JW *-97-171389
- COOK COUNTY RECORDER

FIA Case No.

1318675869734

0210248888

.39⁵⁰

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 23, 1997**
The Mortgagor is

SANDRA PATTERSON, A SINGLE PERSON

("Borrower"). This Security Instrument is given to **STANDARD FEDERAL BANK, A SAVINGS INSTITUTION**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and
whose address is **2600 W. BIG BEAVER RD., TROY, MI 48084**

("Lender"). Borrower owes Lender the principal sum of
THIRTY THREE THOUSAND SIX HUNDRED FIFTY

Dollars (U.S. \$ **33,650.00**).

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 **FEBRUARY 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

FIA Illinois Mortgage - 4/96

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VMP MORTGAGE FORMS - 0000521 7/91

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amounts due for the mortgage insurance premium.
disbursements or disbursements before the Borrower's payments are available in the section may not be based on amounts due for the mortgage insurance premium.
amended from time to time ("RESPA"), except that the section 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 Law 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 Escrow items in an aggregate amount not to exceed the

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, these items also include either: (i) a sum for the annual mortgage premium in this Section is held by the Secretary, or (ii) a monthly charge instead of a monthly insurance premium in this Section is held by the Secretary, which such premium would have been required if Lender still held the Security instrument, except monthly payment mortgage insurance 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 assessment levied or to be levied against the Property, (b) less than \$1000 in each month on the amount 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 late charges due under the Note;

2. **Atonnity 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

Interest on, the debt evidenced by the Note and late 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 combines with other documents for national use and non-national 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 enjoy occupancy, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives and will defend generally sue title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record,

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument, part of the foregoing is referred to in this Security instrument as the "Property."

which has the address of 700 W. BITTERSWEET
STOWELL NUMBER 14163040421005
which has the address of 700 W. BITTERSWEET
ILLINOIS
CHICAGO
ILLINOIS
ZIP Code ("Property Address");
UNIT 109 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
THE DECLARATION RECORDED AS DOCUMENT NUMBER 25009477, IN FRACTIONAL
SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERITIAN, IN COOK COUNTY, ILLINOIS.

does hereby mortgage, grant and convey to the Lender the following described property located in
of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower
UNIT 109 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
THE DECLARATION RECORDED AS DOCUMENT NUMBER 25009477, IN FRACTIONAL
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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 Debt.

(a) Fees, Lender may collect fees and charges authorized by the Secretary.

(b) Debtor, Lender may accelerate payment in the case of payment defaults, regardless of whether they are limited by regulations issued by the Secretary, or the case of payment defaults by failing to pay in full any nonduly payment required by this Securitily Instrument.

(c) Debtor, Lender may accelerate payment in full of all sums secured by this Securitily Instrument if Debtor defrauds, repudiates, or fails to perform any other obligations contained in this Securitily Instrument.

(d) Sale without Credit Approval, Lender shall, if permitted by applicable law (including Section 3(a) of the Gramm-Rudman Deficit Reduction Act of 1982, 12 U.S.C. 1701f-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Securitily Instrument if the Gramm-Rudman Deficit Reduction Act of 1982, 12 U.S.C. 1701f-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Securitily Instrument if the Secretary determines that the sale will violate the requirements of the Gramm-Rudman Deficit Reduction Act of 1982, 12 U.S.C. 1701f-3(d)).

rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

If Borrower fails to make these payments required by paragraph 2, or fails to perform any other covenants in this Agreement, Lender may file suit to collect the amount due.

7. Changes in the power and protection of Landers' rights in the Preparatory, Borrower shall pay all attorney's fees and expenses in the event of a breach of any provision of this Agreement.

agreemented Property, Borrower shall also be in default if Borrower, during the loan application process, gives inaccurate or incomplete information or statements to Lender for failed to provide Lender with any needed information in connection with the loan evidenced by the Note, including, but not limited to, representations 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 lessee shall not be merged unless Lender agrees to the merger 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.
- (e) **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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Lauder shall not be required to enter upon, take control of or掌管 the Property before or after giving notice to Lauder that he has terminated the tenancy when the debt accrued by the Security Deposit is paid in full.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as security for payment of the sums receivable by the Lender under the lease, and (b) if Lender has not received any prior assignment of the rents and has not and will not perform any act that would give and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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 Lender to collect the rents and revenues for the benefit of Lender and Borrower. This assignment of rents and revenues of the Property is trustee for the benefit of Lender and Borrower. This assignment of rents and revenues of the Property is trustee for the benefit of Lender and Borrower. This assignment of rents and revenues of the Property is trustee for the benefit of Lender and Borrower.

NON-UNIFORM COVENANTS, BORROWER AND LENDER further covenant and agree as follows:

16. **Licenses Subsidiaries.** Borrower shall not permit the presence or use, disposition, 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 present, and, as to storage on the Property of small quantities of Hazardous Substances that are generally accepted to be incidental uses and to incidental use of the Property.

15. Borrower's Copy. Borrower shall be given one colorimated copy of the Note and of this Security Instrument and the Note are delivered to the servicer.

14. Governing Law: 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

12. **Parties:** Any notice to be given under this Agreement shall be given by delivery or by registered post to the address provided in this Agreement or by electronic communication in accordance with the method of service specified in law.

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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

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CHICAGO, IL 60603
79 WEST MONROE ST.

Prepared by: SANDRA SIMMONS

SANDRA SIMMONS
Notary Public, State of Illinois
My Commission Expires
MY COMMISION EXPIRES OCT 28, 2000

23RD day of JANUARY 1997

Given under my hand and affixed signature
set forth.
Signed and delivered the said instrument
subscribed to the foregoing instrument, appeared before me this day in person, and after I have asked him
personally known to me to be the same person(s) whose name(s)

My Commission Expires:

28 Oct 2000

SANDRA PATTERSON, A SINGLE PERSON

STATE OF ILLINOIS
A Notary public in and for said county and state do hereby certify

County ass

Borrower
(Seal)

any witness executed by Borrower and recorded with it.

Witnesses:

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

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SANDRA PATTERSON

Sandra Patterson

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FHA Case No.
1318576869734
0210248888

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **23RD** day of **JANUARY**, **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:

STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
700 W. BITTERSWEET **CHICAGO** **IL 60613**

(Property Address)

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

700 BITTERSWEET CONDOMINIUM

(Name of Condominium Project)

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

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

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

FHA Multistate Condominium Rider • 10/95

VMP • 686 (6601)

VMP MORTGAGE FIDMIS 0800621 7201

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Borrower _____
(Seal) _____

Borrower _____
(Seal) _____

Borrower _____
(Seal) _____

Borrower _____
(Seal) _____

Condominium Holder
BY SANDRA PATTERSON
Sandra Patterson
Borrower _____
(Seal) _____

By SANDING BELLOW, Borrower accepts and agrees to the terms and provisions contained in this
Note in interest, upon notice from Lender to Borrower requesting payment.
These amounts shall bear interest from the date of disbursement in the Note rate and shall be payable,
secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment,
Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower.
C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them,
and recovering the Condominium Project.

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