

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
ANCHOR MORTGAGE CORPORATION  
520 WEST ERIE-SUITE 300  
CHICAGO, ILLINOIS 60610

97289807

Prepared by: H. TRIM  
CHICAGO, IL 60610

, DEPT-01 RECORDING \$43.00  
. T40012 TRAN 4849 04/28/97 12:00:00  
. #1391 + CG #-97-289807  
COOK COUNTY RECORDER

State of Illinois

## PURCHASE MONEY MORTGAGE

FHA Case No.

131:8651472-702

4300  
a

THIS MORTGAGE ("Security Instrument") is given on APRIL 25, 1997  
The Mortgagor is  
THE CHRISTIAN FELLOWSHIP FLOCK

("Borrower"). This Security Instrument is given to  
ANCHOR MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF ILLINOIS , and  
whose address is 520 WEST ERIE-SUITE 300  
CHICAGO, ILLINOIS 60610 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED FIFTY  
AND 00/100 Dollars (U.S. \$ 148,350.00 ).

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  
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

4R(IL) 9608

VMP MORTGAGE FORMS (800)521-7291

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Initials *H.L.H.*

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BOX 333-CTI

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amounts due for the mortgage insurance premium. disbursements or distributions before the Borrower's payments are available in the account may not be based on amounts due from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated expenses under the 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").

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

changed may, at any time, collect and hold amounts 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, or (ii) a monthly charge instead of a mortgage insurance premium if this Security instrument is held by the Secretary, shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still had the Security instrument, each monthly payment which such premium would have been required 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

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

Borrower warrants and will defend generally that title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record, in full and lawfully seized of the estate hereby conveyed and has the right to cover by this Security instrument, all of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all use improvements now or hereafter erected on the property, and all easements, appurteances 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."

which has the address of, 1846 NORTH MOZART, CHICAGO, Illinois 60647 ("Property Address"),

Parcel ID #: 13 - 36 - 314 - 023 - 0000 Street, City,

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 38, TOWNSHIP 40 NORTH,

THE NORTH 25 OF LOT 3 IN BLOCK 7 IN HANSDOROUGH AND HESS, SUBDIVISION OF COOK

does hereby mortgagee, 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

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 and above 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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Indemnity  
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(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Gram-Si, Germania 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.

(c) Sale With Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d)

in this Security Instrument).

(d) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained

prior to or on the due date of the next monthly payment, or

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

defaults, require immediate payment in full of all sums secured by this Security Instrument;

(f) Default, Lender may, except as limited by regulations issued by the Secretary, in the case of payment

9. Grounds for Acceleration of Debt.

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

Borrower shall provide any lien which was granted by the lien or more of the actions set forth

above within 10 days of the giving of notice.

Borrower a notice identifying the lien. Borrower shall satisfy the lien or take any other action to prevent the loss of the Property is subject to a lien which may attach priority over this Security Instrument. Lender may give agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender declines that any part Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an easement in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the contains in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b)

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;

Borrower shall promptly discontinue any action against the lien which was granted by the Borrower;

rate, and at the option of Lender, shall be immediate, due and payable.

Any amounts disbursed by Lender under this paragraph shall bear interest from the date of disbursement, at the Note

secured by this Security Instrument. These advances shall become an additional debt of Borrower and be

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

Any amounts disbursed by Lender may do and pay whatever is necessary to protect the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

regulations, then Lender may do a procedure such as a proceeding in bankruptcy, for condemnation or to enforce laws or

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

influence Lender's rights in the Property, such as a proceeding in bankruptcy, for condemnation or to enforce laws or

if Borrower fails to make these payments required by Paragraph 2, or fails to perform any other

evidencing 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

the payment of anticipated charges, fines and impositions that are not included in Paragraph 2, Borrower shall pay

any amount of anticipated charges, fines and impositions that are not included in Paragraph 2, Borrower shall pay all

Secured 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

paragraph the due date of the monthly payment, which are received in Paragraph 2, or change the amount of such

Paragraph 3, and then to preparation of principal. Any application of the proceeds to the principal shall not exceed in

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

hereby 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

any condemnation of any award or claim for damages, direct or consequential, in connection with

6. Condemnation. The proceeds of any part of the Property, 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

information) in connection with the loan evidence by the Note, including, but not limited to, representations

materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material

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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assigment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Any application of rents shall not cure or waive any default or invalidation of any other right or remedy of Lender. This of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice prevent Lender from exercising its rights under this paragraph 17.

Borrower has not exercised any prior assignment of the rents and has not and will not perform any act that would due and unpaid to Lender or Lender's agent or Lender's written demand to the tenant.

entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be trustee for benefit of Lender only, to collect the rents received by Borrower; (a) all rents received by Borrower as rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower to receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Lender's agents to collect the rents and revenues and hereby directs Borrower authorizes Lender or Lender's agents to collect the rents and revenues to Lender after all the rents and revenues 17. Assignment of Rents. Borrower unconditionally agrees and transmits to Lender all the rents and revenues NON-DISCLOSURE COVENANT. Borrower and Lender in their covenant and agree as follows:

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous jurisdiction where the Property is located that relate to health, safety or environmental protection.

and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal and laws of the petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

of regulation authority, in any removal or other remediation of any Hazardous Substances affecting the Property by any governmental agency or private party involving the Property and any Hazardous Substance or by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Borrower shall promptly give Lender written notice of any investigation, claim, lawsuit or other action recognized to be appropriate to normal residential uses and to maintenance of the Property.

the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally affected, the Property shall be in violation of any Environmental Law. The preceding two sentences shall not apply to any Hazardous Substances on or in the Property. Borrower shall not do, anything affecting of any Hazardous Substances on or in the Property, in the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security or the Note in which the Property is located, in the event that any provision of clause of this Security Instrument 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 by first class mail unless Borrower designates by notice to Lender. Any notice to Lender shall be given as provided in this paragraph.

the Property Address or any other address used by another method. The notice shall be directed to by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered by notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

Instrument and the Note are declared to be severable.

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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security or the Note in which the Property is located, in the event that any provision of clause of this Security Instrument 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 by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower, the Property Address or any other address used by another method. The notice shall be given as provided in this paragraph.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or

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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)].

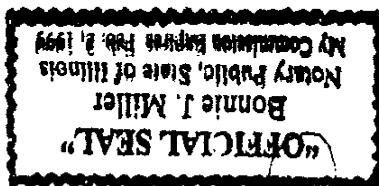
- Condominium Rider       Growing Equity Rider       Other {specify}   
 Planned Unit Development Rider       Graduated Payment Rider

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(MID-4R(L)) 19808)



Notary Public

Given under my hand and official seal, this  
day of April, 1991  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the  
personality known to me to be the same person(s) whose name(s)  
signed and delivered the said instrument as  
free and voluntary act, for the uses and purposes herein  
set forth.

My Commission Expires

the CHRISTIAN FELLOWSHIP FLOCK *for the Lord's sake*  
a Notary Public in and for said County and State do hereby certify  
that *the Christian Fellowship Flock*  
County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

BY ANGEL MERCADO, ATTORNEY IN FACT  
THE CHRISTIAN FELLOWSHIP FLOCK  
*for the Christian Fellowship Flock*  
(Seal)

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

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

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FHA Case No.

131:8651472-702

## REHABILITATION LOAN RIDER

THIS REHABILITATION LOAN RIDER is made this 25TH day of APRIL 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 ANCHOR MORTGAGE CORPORATION

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

1846 NORTH MOZART, CHICAGO, ILLINOIS 60647  
(Property Address)

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

- A. Loan proceeds are to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated APRIL 25, 1997, between Borrower and Lender. This agreement is incorporated by reference and made a part of this Security Instrument. No advances shall be made unless approved by the Secretary of Housing and Urban Development or a Direct Endorsement Underwriter.
- B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the Lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by the Security Instrument and be due and payable on demand with interest as set out in the Note.
- C. If Borrower fails to perform any obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of Lender, be in default.
- D. The Property covered by this Security Instrument shall include all of Borrower's interest in funds held by Lender in escrow under the Rehabilitation Loan Agreement.

FHA Multistate Rehabilitation Loan Rider - 10/95



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this  
Revolving Loan Rider Addendum to the  
THE CHRISTIAN FELLOWSHIP BANK  
BY ANGEL MERCADO, ATTORNEY IN FACT  
(Seal) \_\_\_\_\_ Borrower \_\_\_\_\_  
RECEIVED AND FILED, OFFICE OF THE CLERK  
OF THE COOK COUNTY CLERK'S OFFICE  
RECEIVED AND FILED, OFFICE OF THE CLERK  
OF THE COOK COUNTY CLERK'S OFFICE

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

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FHA Case No.

3118251472-702

## NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 25TH day of APRIL 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 to ANCHOR MORTGAGE CORPORATION

("Lender")

of the same date, and covering the property described in the Security Instrument and located at: 1846 NORTH MOZART, CHICAGO, ILLINOIS 60647

[Property Address]

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

A. Borrower represents that, notwithstanding the provisions of Paragraph 5 of the Security Instrument, (s)he does not intend to occupy the property described in the Security Instrument as a principal residence, and [mark applicable item(s)]:

- 1. The Security Instrument is for a streamline refinance of a loan which was previously FHA insured.
- 2. The Security Instrument is for a loan to be insured under Section 203(k) of the National Housing Act.
- 3. The Security Instrument applies to property sold under HUD Single Family Property Disposition Program and meets the requirements thereof.
- 4. The Borrower is an Indian Tribe as provided in Section 248 of the National Housing Act or a serviceperson who is unable to occupy the property because of his or her duty assignment as provided in Section 216 or Subsection (b)(4) or (f) of Section 222 of the National Housing Act.
- 5. The Security Agreement is for property sold to a state or local government agency or a non profit organization (qualified under Section 501(c)(3) of the Internal Revenue Code) that intends to sell or lease the property to low or moderate income persons.

### FHA NON-OWNER OCCUPANCY RIDER

400-61198041

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Property of Cook County Clerk's Office

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6. The Security Instrument is for property that is or will be a secondary residence of Borrower and is eligible for an FHA-Insured mortgage in order to avoid undue hardship for Borrower.
- B. Lender shall not require immediate payment in full, notwithstanding the provisions of Paragraph 9(b) of the Security Instrument, solely because 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 to a purchaser or grantee who does not occupy the Property as his or her principal residence.

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.

X The Christian Fellowship Block  
By Angel Mercado, Attorney in fact

(Seal)

THE CHRISTIAN FELLOWSHIP BLOCK  
BY ANGEL MERCADO, ATTORNEY IN FACT

(Seal)

Borrower

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