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RECORD-AND-RETURN-TO:

CITIBANK, FSB C/O CITICORP MORTGAGE, INC.

2200 NORTH OUTER FORTY DRIVE

ST. LOUIS, MISSOURI 63141

97329338

97 MAY 12 4:10:55

Prepared by: MARGIE SHACKELFORD  
ST. LOUIS, MO 63141

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

RECORDING 25.00  
MAIL 0.50  
# 97329338

State of Illinois

PURCHASE MONEY  
MORTGAGE

FHA Case No.

131:8669292-203B

7501000822

THIS MORTGAGE ("Security Instrument") is given on APRIL 16, 1997  
The Mortgagor is  
MICHAEL J. CHROUSER AND LORI L. CHROUSER, HUSBAND AND WIFE  
Fredrick R Schuessler and Sharon S Schuessler, Husband and Wife

931 MARIGOLD, HANOVER PARK, ILLINOIS 60103

"Borrower"). This Security Instrument is given to  
CITIBANK, FSB C/O CITICORP MORTGAGE, INC.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and  
whose address is 180 GRAND AVENUE  
OAKLAND, CALIFORNIA 94612 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED TWENTY  
AND 00/100 Dollars (U.S. \$ 114,520.00).

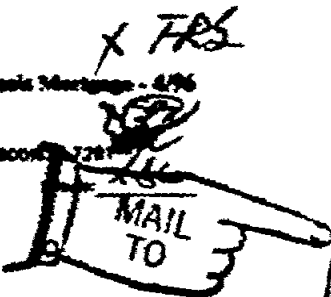
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1  
2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the  
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other debts,  
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Blank Mortgage - 476

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FORM 1001  
VMP MORTGAGE FORMS - 1001 - 7/81

DPS 1409



Mail to:

FOX TITLE COMPANY  
423 S. SECOND ST.  
ST. CHARLES, IL 60174

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Page 2 of 2

Handwritten initials and signatures in the top left corner.

amount due for the mortgage insurance premium.

of disbursement before the Borrower's payments are available in the account may not be held on amended form to state ("RESPA"), except that the condition or reserve permitted by RESPA for unmanufactured

of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 26 CFR Part 3500, in they may be

that may be required for Borrower's account under the Real Estate Settlement Procedures

Lender may, at any time, collect and hold amounts for Lender means in an aggregate amount not to exceed the

items are called "Escrow Items" and the items paid to Lender are called "Escrow Funds."

is a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, there

or (ii) a monthly charge instead of a mortgage insurance premium if the Secretary determines to hold 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 payments would have been required if Lender will hold the Secretary instrument, each monthly payment

mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in

Property, and (c) payments for insurance required under paragraph 4. In any year in which the Lender must pay a

agreed amount to be held or to be held against the Property, (b) installment 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

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly

interest on, the debt evidenced by the Note and late charges due under the Note.

1. Payment of Principal, Interest and Late Charges. Borrower shall pay when due the principal of, and

## UNIFORM COVENANTS

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains 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, a lawfully created entity, 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 the map or maps now or hereafter recorded 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 #: 06-85-118-003  
 2931 MARIGOLD, HANOVER PARK  
 60103  
 which has the address of  
 Illinois  
 Zip Code ("Property Address"):

IT BEING

of the West Half of the South East Quarter of Section 28, Township 41

North, Range 9, East of the Third Principal Meridian, in Cook County,

LOT 3 BLOCK 3 EAST THE HANOVER SQUARE FIRST ADDITION BEING A PART

COOK

of Borrower's covenants and agreements under the Security Instrument and the Note. For the 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 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 proceeds 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 Lien 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

*KJR* *KFR*  
*KJR*  
*KJR*

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DPS 1611

005 1515

*[Handwritten initials and marks]*

6. Continuation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amount applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any amount pre-paid 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.

7. Changes to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, taxes and impositions that are not included in paragraph 2. Borrower shall pay all such obligations on the date due to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

8. From Lender may collect fees and charges authorized by the Secretary. 9. Credits for Accruals of Debt. (a) Deferral. 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. (b) Borrower defers 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 (c) Borrower defers by failing to perform any other obligations contained in this Security Instrument.

(b) Late Without Credit Approval. Lender shall, if permitted by applicable law (including Section 3414) of the Care-St. German Depository Institutions Act of 1982, 12 U.S.C. (701-34(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument.

(a) Deferral. 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. (b) Borrower defers 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 (c) Borrower defers by failing to perform any other obligations contained in this Security Instrument.

10. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

11. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

12. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

13. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

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17. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

18. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

19. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

20. Remedies. Lender shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care or more of the action set forth above within 10 days of the giving of notice.

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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.

X IRS  
X NE  
X  
X JC

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BPS 1413

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Handwritten initials and signatures in the top left corner.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so in any case where in a breach...

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 to Lender...

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenants and agrees as follows:

15. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property...

16. Hazardous Substances. Borrower shall promptly give notice of any Hazardous Substances affecting the Property in accordance with Environmental Law...

17. Remedial Action. Borrower shall promptly give notice of any remedial action in accordance with Environmental Law...

18. Government Law; Sovereignty. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located...

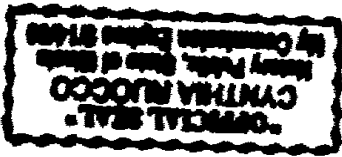
19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method...

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873 7308



97329338

Notary Public

*Cynthia Ruocco*

My Commission Expires: 5-14-00

Given under my hand and official seal, this 16th day of April, 1997, I, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Fredrick R Schuessler and Sharon S Schuessler, Husband and wife  
MICHAEL J. CHROUSER AND LORI L. CHROUSER, HUSBAND AND WIFE

STATE OF ILLINOIS,  
I, Cynthia Ruocco, a Notary Public in and for said county and state do hereby certify

County is: DuPage

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

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

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

Fredrick R Schuessler  
\_\_\_\_\_  
(Seal)

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

LORI L. CHROUSER  
\_\_\_\_\_  
(Seal)

Sharon S Schuessler  
\_\_\_\_\_  
(Seal)

MICHAEL J CHROUSER  
\_\_\_\_\_  
(Seal)

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