

RECORD AND RETURN TO:  
CORNERSTONE MORTGAGE GROUP, LTD.  
1222 WEST NORTHWEST HIGHWAY  
PALATINE, ILLINOIS 60067

97375000

Prepared by: KAREN L. ZMAJALAJ  
PALATINE, IL 60067

DEPT-01 RECORDING 645.50  
T#0011 TRAN 7324 05/28/97 15:42:00  
#4838 & CG # -97-378000  
COOK COUNTY RECORDER

State of Illinois PURCHASE MONEY MORTGAGE  
FHA Case No.  
131:8668172-729  
60466547

THIS MORTGAGE ("Security Instrument") is given on MAY 27, 1997  
The Mortgagor is  
THERESE L. HARRISON, UNMARRIED PERSON

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137 MANCHESTER, SCHAUMBURG, ILLINOIS 60193

("Borrower"). This Security Instrument is given to  
CORNERSTONE MORTGAGE GROUP, LTD.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and  
whose address is 1222 WEST NORTHWEST HIGHWAY  
PALATINE, ILLINOIS 60067 ("Lender"). Borrower owes Lender the principal sum of  
NINETY FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 94,750.00).

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 JUNE 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

FHA Illinois Mortgage - 6%  
48281 05008

VMP MORTGAGE FORMS - BOOK 21-7381

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...for the mortgage business purposes...
...of the account may not be held on...
...under the account or otherwise before the borrower's payment...
...under the account or otherwise before the borrower's payment...
...under the account or otherwise before the borrower's payment...

1. Payment of Principal, Interest and Late Charge...
2. Monthly Payment of Taxes, Insurance and Other Charges...
...of the date originated by the Note and has changed the title...

UNIFORM COVENANTS

...and Lender covenants and agrees as follows...
...with limited exceptions by jurisdiction to operate a title insurance...

THIS SECURITY INSTRUMENT contains no other covenants for record...

...with limited exceptions by jurisdiction to operate a title insurance...

...with limited exceptions by jurisdiction to operate a title insurance...

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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

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(b) **Sub Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(c) of the General Consumer Repossession Act of 1982, 15 U.S.C. 1601-3(d)) and with the prior approval of the Secured Party, require immediate payment in full of all sums owed by the Secured Party in the event of default.

(c) **Payment Definite by Billing.** For a period of thirty days, to perform any other obligations contained in the Secured Party's agreement, or

(d) **Payment Definite by Billing to Pay in Full.** Any monthly payment required by the Secured Party in full of all sums owed by the Secured Party in the event of default.

(e) **Default.** Lender may, except as limited by regulations issued by the Secured Party, in the event of default, require immediate payment in full of all sums owed by the Secured Party.

5. **Consent for Acceleration of Debt.** Lender may collect late and charges authorized by the Secured Party.

6. **Right to Cure.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

7. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

8. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

9. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

10. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

11. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

12. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

13. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

14. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

15. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

16. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

17. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

18. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default within 10 days of the giving of notice.

19. **Assignment of Rights.** Lender shall have the right to assign its rights under this agreement to a third party, including the right to assign its rights to a third party.

20. **Waiver of Remedies.** Lender shall not be deemed to have waived its right to accelerate the debt if the Secured Party cures the default 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.

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Assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. Any application of such debt not used or waived any amount or available any other right or remedy of Lender. This Lender shall not be required to accept any assignment of rents of the Property or to execute any other giving action...

17. Assignment of Rents. Borrower irrevocably assigns to Lender all the rents and revenues of the Property, Borrower irrevocably assigns to Lender all the rents and revenues of the Property, Borrower irrevocably assigns to Lender all the rents and revenues of the Property...

NON-INDURANCE COVENANTS. Borrower and Lender hereby covenants and agrees as follows: 17. Assignment of Rents. Borrower irrevocably assigns to Lender all the rents and revenues of the Property...

18. Insurance Subrogation. Borrower shall not cause or permit the premises, now, hereafter, or when the premises are used, to be damaged, destroyed, or otherwise injured by fire, lightning, explosion, or other cause...

19. Governing Law; Jurisdiction. 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 this Security Instrument...

20. Notices. Any notice provided for in this Security Instrument shall be given by delivering it or by first class mail with return receipt requested to the address specified in the notice. The notice shall be deemed to be given by delivery...

21. Notices. Any notice provided for in this Security Instrument shall be given by delivering it or by first class mail with return receipt requested to the address specified in the notice. The notice shall be deemed to be given by delivery...

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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 moneys secured by this Security Instrument, Lender shall release this Security Instrument with (or) 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 provisions 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  
 Planned Unit Development Rider

Growing Equity Rider  
 Accelerated Payment Rider

Other [specify]

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FHA Case No.

131:8668172-729

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **27TH** day of **MAY**, 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 **CORNERSTONE MORTGAGE GROUP, LTD.**

(the "Lease") of the same date and covering the property described in the Security Instrument and located at:  
**137 MANCIESTER, SCHAUMBURG, ILLINOIS 60193**

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**, 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 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.

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FHA Multistate ARM Rider - 2/91  
MS 1997

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VMP MORTGAGE FORMS - 01/28/96-0100 - BOOK 21-7381

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 30TH day of MAY, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CORNERSTONE MORTGAGE GROUP, LTD.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

117 MANCHESTER, SCHALMBURG, IL 60193  
Property Address

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

Name of Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "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 fees, 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. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are that: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 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. 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 unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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 (Name)  
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 (Name)  
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 (Name)  
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 (Name)  
 \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 (Name)

THOMAS L. HARRISON

James L. Harrison

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the Conditions

set forth in the Conditions and to pay to Lender the amount of the loan as provided in the Conditions.

It is understood that the date of redemption of the Note may be extended from time to time, upon notice from Lender to Borrower.

It is further understood that the date of redemption of the Note may be extended from time to time, upon notice from Lender to Borrower.

(iv) any action which would have the effect of reducing the public liability insurance coverage maintained by the Owner Association is unacceptable to Lender.

(v) termination of professional management or suspension of self-management of the Owner Association or

(vi) any amendment to any provision of the Condominium Documents if the provision is for the express benefit of Lender;

(vii) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of which that distribution by law or other remedy or in the case of a

written consent, other provision or under the Property or contract for

K. Lender's Prior Consent. For over shall not, except after notice to Lender and with Lender's prior provided in Uniform Contract 10.

pay to Lender. Such proceeds shall be applied by Lender to the same secured by the Security Instrument as

with or of the common law, or for any conveyance in law of condemnation, as hereby assigned and shall be

J. Conditions. The proceeds of any award or claim for damages, direct or consequential, payable to

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RIDER - LEGAL DESCRIPTION

UNIT NUMBER 2-1A, IN CARRIAGE HOMES OF SUMMIT PLACE CONDOMINIUM, AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN SUMMIT PLACE UNIT I IN THE SOUTHEAST 1/4 OF SECTION 27, AND CERTAIN LOTS IN SUMMIT PLACE UNIT II, IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 28, 1984, AS DOCUMENT NUMBER 27151046; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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