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PUBLIC RECORDS

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BOX 370

DEPT-01 RECORDING 435.00
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 #5891 BK # -97-378052
 COOK COUNTY RECORDER

Prepared by:
 BABS OLSZANOWSKI
 MIDWEST FUNDING CORPORATION
 1020 31ST STREET, SUITE 300
 DOWNERS GROVE, ILLINOIS 60515

State of Illinois

LOAN NO. 7603257

MORTGAGE

PMA Case No.

131:669 5749 703

97378052

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THIS MORTGAGE ("Security Instrument") is given on May 15, 1997
 The Mortgagor is DERRELL C. WHITE and CHARLOTTE M. JONES-WHITE, HIS WIFE

ATGF, INC

("Borrower"). This Security Instrument is given to
 MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION

organized and existing under the laws of ILLINOIS
 whose address is 1020 31st Street, Suite 300, Downers Grove, IL 60515

which is . and

(Lender). Borrower owes Lender the principal sum of
 One Hundred Fourteen Thousand Eight Hundred Dollars and Zero Cents
 Dollars (U.S. \$ 114,800.00).

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

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2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall make in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) interest on payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender shall pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender had held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if the Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Factor Fees" and the sums paid to Lender are called "Factor Funds."

1. Payment of Principal, Interest and Late Charges. Borrower shall pay with the principal of and interest on the debt evidenced by the Note and late charges due under the Note.

UNIFORM COVENANTS

Borrower and Lender covenant and agree as follows:

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains uniform covenants, or national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower covenants that Borrower is lawfully and of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend or indemnify the Lender against all claims and demands, subject to any encumbrances of record.

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

60652 (Zip Code) (Party Address);
CHICAGO
[Three Copy]

TAX I.D.#: 19-36-315-017
which has the address of 2865 N. 93TH PLACE,

COOK
County, Illinois
LOT 169 IN CHARLES I. CREED'S SUBDIVISION OF PART OF THE NORTH 25 CHAINS OF
THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 36 AND A RESUBDIVISION OF LOTS
1 AND PART OF LOT 3 AND VACATED STREETS ADJOINING SAID LOTS IN BEVERLY
HILLS SUBDIVISION IN SAID SOUTH WEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Security Instrument and (c) the performance 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:

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ENCLOSURE

LOAN NO. 7803257

Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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, household 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 require 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 related 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.

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the day or the day of the closing of the mortgage... the day or the day of the closing of the mortgage...

7. Changes to Borrower and Protection of Lender's Rights in the Property... Borrower shall pay all government or municipal charges, fees and expenses...

8. Completion. The proceeds of any award or claim for damage, death or consequential... The proceeds of any award or claim for damage, death or consequential...

9. Occupancy, Possession, Maintenance and Protection of the Property; Borrower's Lien... Borrower shall occupy, establish, and use the Property as Borrower's principal residence...

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

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn St. Garnain Depository Institutions Act of 1982, 12 U.S.C. 1701-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (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 not 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 agents 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

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16. Hazardous Substances. Borrower shall not cause or permit (no release, use, disposal, 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 has no effect on the applicability of any Environmental Law to the Property of any number of hazardous substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, cause of action or other action by any government or regulatory agency or private party involving the Property and any hazardous substance or Environmental Law of which Borrower has actual knowledge. If Lender has actual knowledge of any government or regulatory agency or private party involving the Property, Borrower shall promptly give Lender written notice of any investigation, claim, cause of action or other action by any government or regulatory agency or private party involving the Property and any hazardous substance or Environmental Law.

17. Borrower's Copy. Borrower shall be given one complimentary copy of the Note and of the Security Instrument.

18. Governing Law. 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 or clause of the Security Instrument or the Note conflicts with any applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which can be given effect without the conflicting provision. To the extent that any provision of the Security Instrument and the Note is declared to be unenforceable, the provisions of the Security Instrument and the Note shall be amended so as to be enforceable.

19. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it. Any notice shall be given by the method specified in the Security Instrument. The notice shall be deemed to have been given to Borrower or Lender when given as provided in the paragraph above. Any notice shall be given by the method specified in the Security Instrument. Any notice to Lender shall be given by the method specified in the Security Instrument. Any notice to Borrower shall be given by the method specified in the Security Instrument.

20. Successors and Assigns Bound. Joint and Several Liability; Co-Signers. The covenants and obligations of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower and their assigns. The covenants and obligations of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower and their assigns. The covenants and obligations of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower and their assigns. The covenants and obligations of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower and their assigns.

21. Borrower's Successor in Interest. Lender shall not be required to commence proceedings against any successor in interest of the Property by reason of any default made by the original Borrower or Borrower's assignee or release or failure to award time for payment or otherwise modify any obligation of the same as provided in the Security Instrument. Any foreclosure by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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STANDARD

PLA Case No. 131:859 5749 703

- Condominium Rider
- Growing Equity Rider
- Other (specify)
- Planned Unit Development Rider
- Graduated Payment Rider

(Check applicable box(es)).

21. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of the Security Instrument.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

19. Release. Upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

18. Foreclosure Procedure. If Lender initiates immediate payment in full under paragraph 8, Lender may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the foreclosure, including but not limited to, reasonable attorneys' fees and costs of this evidence. If the Lender's interest in the Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 8, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1996 (Act) (12 U.S.C. 3781 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.

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 each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of 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 as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) 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 and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. 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 at any time there is a breach. Any appointment of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. The assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

16. 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 each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

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

Derrell C. White
DERRELL C. WHITE (Seal) Borrower

Charlotte M. Jones-White
CHARLOTTE M. JONES-WHITE (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

STATE OF ILLINOIS,

County of: Cook

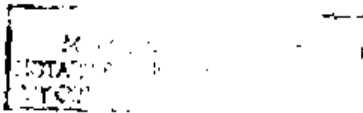
I, *John Ambrose*, a Notary Public in and for said county and State, do hereby certify that DERRELL C. WHITE and CHARLOTTE M. JONES-WHITE

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 instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of May 1997

My Commission Expires: 4/10/98

John Ambrose
Notary Public



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