WHEN RECORDED MAIL TO:

ALWAYZ MORTGAGE SERVICES, INC. 1756 WEST WISE ROAD SCHAUMBURG, ILLINOIS 60193

97396203

Loan No. 9608-1802

DEPT-01 RECORDING \$33.59 \$49810 TRAH 7979 D6/04/97 11:17:00 \$9978 CJ #-97-396203

COOK COUNTY RECORDER

3101 11684

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STEWART TITLE COMPANY OF ILLINOIS
1515E WOODHELD JOAN
SUITE 102
SCHAUMEURG, BL 60172

MORTGAGE

FHA CASE NO. 131: 8597581

THIS MORTGAGE ("Security Institution") is given on MARCH 28, 1997
The Mortgagor is BUSTER MCFIELD AND JOYCE A. MCFIELD, HUSBAND AND WIFE, IN
JOINT TENANCY

("Borrower"). This Security Instrument is given to

ALWAYZ MORTGAGE SERVICES, INC., A ILLINOIS CORPORATION which is organized and existing under the laws of ILLINOIS address is 1756 WEST WISE ROAD, SCHAUMBUFG, ILLINOIS 60193

, and whose

97795203

("Larder"). Bottower owes Lender the principal sum of

ONE HINDRED NINEIEEN THOUSAND ONE HINDRED FIFTY AND 00/100************************

Dollars (U.S. \$ 119, 150.00

). 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 APRIL 1, 2027

This Security Instrument security Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications (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 of Borrower's covenants and agreements under this Security Instrument and the Plate. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property to ated in COOK

County, Illinois:

THE NORTH 15 FEET OF LOT 206 AND THE SOUTH 22 FEET OF LOT 207 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION ROOSEVELT ROAD 300 17TH AVENUE SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 7 AND 8 IN OWNERS PARTITION OF THE SOUTH 83.2 ACRES OF THE WEST HALF OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-15-321-010

which has the address of 2019 SOUTH 20TH AVENUE, BROADVIEW

(Street)

[City]

Illinois

60153

("Property Address");

[Zip Code]

ELLINOIS-PHA MORTGAGE (6/96)

Deciment Systems, Inc. (800) \$49-1362

Page 1 of 6

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and 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.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Psyment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rems on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must 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 self-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 this Security insurance is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge of the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold a non-us for Escrow items in an aggregate amount mot to exceed the maximum amount that may be required for Borrower's elector account under the Real Estate Sculement Procedures Act of 1974, 12 U.S.C. § 2601 ct 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 of RESPA for unanticipated dishursements or dishursements 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 except 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 Porrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secure 1 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 Le der 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 bilater 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 5 ender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or 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, fiold 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

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directly to Leader, instead of to Borrower and to Leader 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 Loss Application; Leaveholds. 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 the Leader determines that requirement will cause undue hardship for Borrower, or unless externating circumstances exist which are beyond Borrower's control. Borrowe, 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 sear 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 want or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially felse or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of an award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Trojerry, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full ranger of the indebtedness that remains unpaid under the Nove and this Security Instrument. Lender shall apply such proceeds > Le reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the ord/1 provided in paragraph 3, and then to prepayment of principal. 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 playments. Any excess 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.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adver any affect Lender's interest in the Property. upon Lender's request Borrower shall promptly furnish to Lender receipts evilencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in hankruptcy, for condemnation or so enforce laws or regulations), then Lender may do and pay whatever is necessary so protect the value of the Property and Levder's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Bermane and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Now 17.6 and at the option of Lender shall be immediately due and payable.

Borrower 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate 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 attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 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. Germain 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 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 so occupy the Propesty, 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 it are ed. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance while 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 his 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.
- Bossower's failure to pay an amount due under the Now or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument. Bossower shall sender in a lump sum all amounts required to bring Bossower's account current including, to the extent new tre obligations of Bossower under this Security Instrument, foreclosure costs and reasonable and customary anomeys it is and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Bossower, 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 ien created by this Security Instrument.
- 11. Reprover Not Released; Forbearance by Lender Not a Waiver. Extending of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to target 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 Round; 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.
- 13. 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. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be 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 as provided in this paragraph.

- 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 or 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 Instrument and the Note are declared to be severable.
 - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, 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 two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal of other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volume colvents, materials commining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower une additionally 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 in runnent, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Portower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security on v.

If Lender gives notice of breach to Borrower: (a) all rems nocived by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Society Instrument; (b) Lender shall be emitted to collect and receive all of the cents of the Property; and (c) each tenant of the Property shall pay all rems due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

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.

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 20 72 any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Londer may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be emitted to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not fruited 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 him, whate payment in tall 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 semence 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 Bosrower. Bosrower shall pay any recordation costs.
 - 20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

applicable box(es)].	_		
Condominium Rider	L. Graduated	Payment Rider	Growing Equity Rider
Planned Unit Development Rider	Other [Sp	ccify] REHABIL	ITATION RIDER
BY SIGNING BELOW, Borrower accept Instrument and in any rider(s) executed by Borr	s and agrees to the cower and records	ne terms contained in d with it.	n pages I through 6 of this Security
BUSTER MOSTELD	(Seal)	Day	1 Medield (Seal)
BUSIER MUPS EUD	-Bottower	JOYCE A! MC	FIELD -Bonower
	(Scal) -Borrower		-Bottower
	(Seal) Borrower		(Seal)
Witness:		Witness:	SOUTHUR
TATE OF ILLINOIS Work	i Who	County ss:	iblic in and for said county and state.
ersonally known to me to be the same person present before me this day in person, and ach free and voluntary act	(s) whose name(s) nowledged that , for the uses and	MCPIPLD MLE Muy signst	cribed to the foregoing instrument, and delivered the said instrument as
Given under my hand and official seal, this	2800	vor MARCH	1.1.0(1497)
fy Commission expires: his instrument was prepared by:		***************************************	Multi- Motary Public
ALWAYZ MORTGAGE SERVICES, I	nc.	OFFICIAL JULIE DE I Notary Public, St My Commission E	ANGO }
1756 WEST WISE ROAD SCHAUMBURG, ILLINOIS 60193			
(Address)			
		9779620	33

E FHA MT

Loan No. 9608-1802

REMARKITATION ADANGED Y

131: 8597581

THIS REHABILITATION LOAN RIDER is made this 28th day of MARCH 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 ALWAYZ MORTGAGE SERVICES, INC., A ILLINOIS CORPORATION

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

2019 SOUTH 20TH AVENUE, BROADVIEW, ILLINOIS 60153 [PROPERTY ADDRESS]

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

- A. Lozn proceed ar: to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated MARCH 28, 1957, hetween Borrower and Lender. This agreement is incorporated by reference and made a part of this Secure, Ir trument. No advances shall be made unless approved by the Secretary of Housing and Urban Development or a Direct Each rement 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 verted 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 plote tion, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by my 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 Lan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure comb uses 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 A Viorrower's interest in funds held by Lender in escrow under the Rehabilitation Loan Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant court and in this Rehabilization Loan Rider.

Like woode	API Pa	Dun a me tie	W and
BUSTER MCFAELD	Borrower	JOYGE A. MCPIELD	Bostower
	(Seal) Borrower		(Seal) Borrower
	(Sezl) Borrower		(Seal)

[ADD ANY NECESSARY ACKNOWLEDGEMENT PROVISIONS.]

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