

# UNOFFICIAL COPY

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PAGE 0119 03 001 Page 1 of 10  
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Cook County Recorder 39.00

Permanent Index Number:

Prepared by:  
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Return to:  
MIDDLEBERG, RIDDLE & GIANNA  
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HOUSTON, TEXAS 77063

[Space Above This Line For Recording Data]

Loan No: 1763038  
Borrower: EARNESTINE KING

Data ID: 823

FHA Case No  
131-9294572-734 203B

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 12th day of June, 1998.  
The mortgagor is EARNESTINE KING, AN UNMARRIED WOMAN

("Borrower").

This Security Instrument is given to LENDEX, INC., A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 17440 NORTH DALLAS PARKWAY, SUITE 230, DALLAS, TEXAS 75287

("Lender").

Borrower owes Lender the principal sum of SEVENTY-ONE THOUSAND and NO/100-----Dollars (U.S. \$ 71,000.00). 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 July 1, 2023. 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 of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

ILLINOIS FHA MORTGAGE

10/95 (Page 1 of 7 Pages)

BOX 333-CTI

7741344 MA

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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. § 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.

"Escrow Items" and the sums paid to Lender are called "Escrow Funds." Except for the monthly charge by the Secretary, these items are called amount to be determined by the Secretary. Lender shall hold the Security Instrument if this Security Instrument is held by the Secretary, in a reasonable charge instead of a mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly premium would have been required if Lender still held the Security Instrument, each monthly payment of which such insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage special assessments levied or to be levied against the Property, (b) leasehold payments or gross rents on the Property, 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 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 gross rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage premium would have been required if Lender still held the Security Instrument, each monthly payment of which such 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 to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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.

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

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

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

Borrower warrants and convey the Property and that the Property is unencumbered, except for encumbrances of record, mortgage, grant and convey the Property and has the right to

TOGETHER WITH all the improvements now or hereafter erected 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."

Borrower is lawfully seized of the estate hereby conveyed and has the right to

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

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TOGETHER WITH all the improvements now or hereafter erected 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."

Borrower is lawfully seized of the estate hereby conveyed and has the right to

which has the address of 6033 NORTH SHERIDAN ROAD #38F,

Illinois

60660  
(Zip Code)

[Street]

("Property Address");  
(City)

CHICAGO,



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007741344 F2

STREET ADDRESS: 6032 NORTH SHERIDAN ROAD

UNIT 38-F

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 14-05-215-017-1409

LEGAL DESCRIPTION:

UNIT 38F AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE. (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"):

LOTS 1, 2, 3 AND 4, (EXCEPT THE WEST 14 FEET OF SAID LOTS), IN BLOCK 16; ALSO ALL THAT LAND LYING WESTEPLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS SHOWN ON THE PLAT BY THE COMMISSIONERS OF LINCOLN PARK AS FILED FOR RECORD IN RECORDERS OFFICE OF DEPT. OF COOK COUNTY, ILLINOIS, ON JULY 14, 1921 AS DOCUMENT 10938695. ALL IN COMPANY'S SEVERAL ADDITION TO EDGEWATER, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 21426211; AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK 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 renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over 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 Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false 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 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 amounts 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 due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. 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.

is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such unavailability. statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, as its option require immediate payment in full of all sums secured by this Security Instrument. A written to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined of the Secretary.

paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender does not require such payments, Lender does not waive its rights with respect to subsequent events. (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but accordance with the requirements of the Secretary.

purchaser or grantee does so occupy the Property, but his or her credit has not been approved in (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the is sold or otherwise transferred (other than by devise or descent), and (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institution Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval in this Security Instrument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained prior to or on the due date of the next monthly payment, or

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

(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:

**9. Grounds for Acceleration of Debt.**

8. **Fees.** Lender may collect fees and charges authorized by the Secretary. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

to a lien which may have priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contest in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

and at the option of Lender shall be immediately due and payable.

secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be

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

regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other payments.

interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay all

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all





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

**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. This 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.

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 so at 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, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> Growing Equity Rider    |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Other [specify]                |  |



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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.

Earnestine King (Seal)  
EARNESTINE KING --Borrower

[Space Below This Line For Acknowledgment]

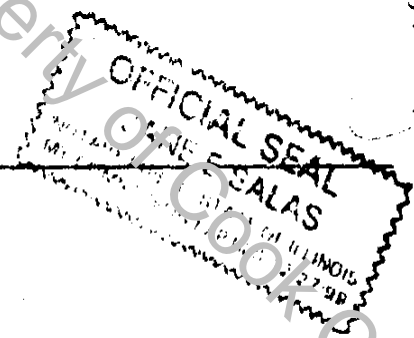
State of ILLINOIS §  
County of Cook §

The foregoing instrument was acknowledged before me this 17 day of June, 1993, by  
EARNESTINE KING

[Signature]  
Notary Public

(Printed Name)

My commission expires:



Property of Cook County Clerk's Office

98563899

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Property of Cook County Clerk's Office

Loan No. 1163068  
Borrower: EARNESTINE KING

Data ID: 823

FHA Case No  
131-9294572-734 203B

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12th day of June, 1998, 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

LENDEX, INC.

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

6033 NORTH SHERIDAN ROAD #38F  
CHICAGO, ILLINOIS 60660  
(Property Address)

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

MALIBU CONDOMINIUM

(Name of Condominium Project)

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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 uses, 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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. 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 condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

**MULTISTATE FHA CONDOMINIUM RIDER**

10/98  
(Page 1 of 2 Pages)

Property of Cook County Clerk's Office

*Earnestine King*  
EARNESTINE KING - Borrower  
(Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Borrower promises to pay all dues and assessments imposed pursuant to the legal instrument creating and governing the Condominium Project.