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8475/0097 08 001 Page 1 of 7
1998-07-06 12:15:10
Cook County Recorder 33.00

Bx 254
After recordation return to:
James B. Nutter & Company
4153 Broadway
Kansas City, Missouri 64111

[Space Above This Line For Recording Data]

State of Illinois

FHA Case No.

MORTGAGE

131-9216654-703 203b

THIS MORTGAGE ("Security Instrument") is given on JUNE 1, 1998. The Mortgagor is KANAYO K. ODELUGA AND CHINYERE ODELUGA, HIS WIFE ("Borrower").

This Security Instrument is given to James B. Nutter & Company, which is organized and existing under the laws of the State of Missouri, and whose address is 4153 Broadway, Kansas City, Missouri 64111 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY ONE & 00/100

Dollars (U.S. \$ 103,681.00). 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, 2028. 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 the Lender the following described property located in COOK

County, Illinois:

LOT 17 IN I.V.I. ADDITION TO SOUTH HOLLAND, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

29-22-411-005

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS & EASEMENTS NOW OR RECORD, IF ANY.

which has the address of 16846 SOUTH ELM STREET, SOUTH HOLLAND, (Street, City),
Illinois 60473 (Zip Code) ("Property Address");

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by the Secretary instead of the monthly mortgage insurance premium;

Except, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge
3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

The Escrow Funds are pledged as additional security for all sums secured by this Section, instrument, if
Borrower tenders to Lender the full payment for all such sums, Borrower's account shall be credited with the
balance remaining for all installments items (a), (b), and (c) and any mortgage insurance premium installed 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 forced 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).

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 amount 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.

At any time Lender holds funds for Escrow items exceeding the amounts permitted to be held by RESPA, Lender
shall be based on amounts due for the mortgage insurance premium.

Unanticipated disbursements before the Borrower's payment is available in the account may
not be exceeded from time to time ("RESPA"), except that the cushion of reserve permitted by RESPA for
Proceedures Act of 1974, 12 U.S.C. Section 2801 et seq., and implementation regulations, 24 CFR Part 3600, as
the maximum amount that may be required for Borrower's account under the Real Estate Settlement
Procedure may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed
Lender to the Secretary, or (ii) a monthly charge instead of a monthly mortgage insurance premium if this Security
instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the
monthly payment shall also include either: (i) a sum for the annual security instrument held by Lender a called
in any year in which such premium would have been required of the Secretary of Housing and Urban Development ("Secretary"), or
must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or
on the Property, and (c) premiums for insurance required under paragraph 4, in any year in which the Lender
taxes and special assessments levied or to be levied against the Property, (b) leasedhold payments of ground rents
payment, together with the principal and interest charges, a sum for (a)
2. Monthly Payment of Taxes. Insurance and Other Charges. Borrower shall include in each monthly
on, the debt evidenced by this Note and late charges due under the Note.

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

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
implied warranties by jurisdiction to constitute a uniform security instrument covering real property.
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right
to record, 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,
be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the
"Property".
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

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- 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.

(a) Mortgage Note Insured. Borrower agrees that if this Security Instrument and the Note are not negotiable instruments of the Securitization, a

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit landowner's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not paid. This security instrument does not authorize acceleration or foreclosure if not permitted by law.

(c) No waiver. If circumstances occur that would permit Lender to require immediate payment in full,

the Purchaser or grantee does so occupy the premises as his or her credit has not been approved in the opinion of the Lender.

(ii) All or part of the Property; or a derivative material in a class owned by the party of the Plaintiff, is sold or otherwise transferred (other than by devise or descent), and

Security instrument is:
purchased application of the securities, reduce immediate payment to the one or two years selected by the

(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 1989, 12 U.S.C. 1701j-3(d)) and with the consent of the Securitization Instrument, permit the transfer of the Securitization Instrument to the

Instrumental prior to or on the due date of the next monthly payment, or
((iii)) Borrower delinquent by failing, for a period of thirty days, to perform any other obligation

(ii) Borrower defaults by failing to pay or fails to pay monthly payment required by this Security instrument;

(a) Default, render may, except as limited by regulation issued by the Secretary, in the case of payment grounds for acceleration of debt.

3. Fees. Lender may collect fees and costs authorized by the Secretary.

8. Fœs, Lendar may collect fees and cap Gas authorized by the Secretary.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender's opinion of the nature of the lien; or (c) secures from the holder of the lien an assignment of the lien to Lender or to another party who will satisfy the lien or take out or more of the actions set forth above within 10 days of the giving of notice.

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

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

7. Charges to Borrower and Recreclion 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 definitely to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts

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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.

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.

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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 recoveries and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents, and Lender shall collect the rents and recoveries and remit the same to Borrower. This assignment of rents creates a valid and binding obligation between Lender and Borrower, and Lender may sue Borrower for any rents or other amounts due under this assignment.

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 safe or prudent to normal residential uses and other action by any government or private party involving the Property.

Borrower shall promptly give Lender written notice of any type ofigation, claim, demand, lawsuit or other action by any government or private party involving the Property.

Hazardous Substances Substances shall not affect the Property's value or impair its usefulness to the Borrower or any other party to any significant degree. If Borrower fails to timely eliminate such damage, Borrower shall pay all costs of repair or removal of such damage.

Hazardous Substances Substances shall not affect the Property's value or impair its usefulness to the Borrower or any other party to any significant degree. If Borrower fails to timely eliminate such damage, Borrower shall pay all costs of repair or removal of such damage.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or flammable or toxic peroxides, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental laws" means federal laws and rules of the jurisdiction where the Property is located to protect health, safety or environment.

15. Borrower's Copy. Borrower shall be given one conforming copy of this Note and of this Security Agreement. To this end the provisions of this Security Instrument and the Note are declared to be provisions of this Note and the Note shall be given effect without the collateralizing provisions of this Note or this Security Instrument or the Note which can be given effect notwithstanding the provisions of this Note.

14. Governing Law; Enforceability. 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 clauses of this Security instrument or the Note conflict with applicable law, such conflict shall not affect other parts of this Note.

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by mailing it by first class mail unless otherwise specified in the Note.

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 assignees of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower, a co-signer, a co-borrower and any other person who signs this Note shall be liable to Lender for all amounts secured by this Note.

11. Waiver of Prerogative. Any Borrower who signs this Note shall be liable to Lender for all amounts secured by this Note in interest. Any Borrower in exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors in Interest. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy.

9. Successor in Interest to Extent of Payment or Otherwise. The covenants and agreements of this Note shall be binding on Lender to the extent of payment or otherwise made by the original Borrower or any other person who signs this Note.

8. Successor in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

7. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

6. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

5. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

4. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

3. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

2. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

1. Successors in Interest to Extent of Reasonable Demand. Any Borrower in interest to this Note shall be liable to Lender in exercise of any right or remedy to the extent of reasonable demand made by the original Borrower or any other person who signs this Note.

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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)).

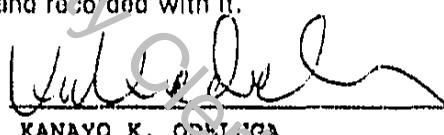
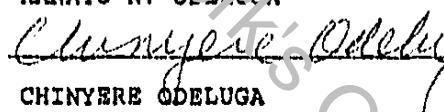
- Condominium Rider Growing Equity Rider Other (specify)
 Planned Unit Development Rider Graduated Payment Rider

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.

Witnesses:

(Seal)
- Borrower

STATE OF ILLINOIS, COOK
I, JAMES J. BORSKIE
hereby certify that
KANAYO K. ODELUGA AND CHINYERE ODELUGA


KANAYO K. ODELUGA (Seal)
Borrower

CHINYERE ODELUGA (Seal)
Borrower

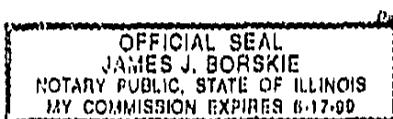
(Seal)
- Borrower

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of JUNE, 1998.

My Commission Expires:

V06D701



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Notary Public

Initials: Kulee C.O