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RECORD AND RETURN TO:
AMERICAN SECURITY MORTGAGE
261 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108-1163

108598 1/2

Prepared by: PEGGY KOTNOUR
BLOOMINGDALE, IL 60108

DEBT-01 RECORDING \$31.00
T4009 TRAN 1421 02/20/98 11:22:00
48330 + CG *-98-138116
COOK COUNTY RECORDER

BOX 260

State of Illinois

REFINANCE
MORTGAGE

FHA Case No. 6

131-904769-8-703

04 3024

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 9, 1998
The Mortgagor is
EDWARD A. BIANCHI AND MICHELE A. BIANCHI, AKA MICHELE A. FUCIK,
HUSBAND AND WIFE

2151 WEST FARRAGUT, CHICAGO, ILLINOIS 60625

("Borrower"). This Security Instrument is given to
AMERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS , and
whose address is 261 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108-1163 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY EIGHT THOUSAND TWENTY NINE
AND 00/100 Dollars (U.S. \$ 148,029.00)

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 MARCH 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

FHA Illinois Mortgage - 4-96

4 RULES

AMERICAN SECURITY MORTGAGE CO., INC.

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ATGF, INC

DPS 16091

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DBS 1610
10/27/84

AMERICAN BANK

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

means are called "Escrow items" and the sums paid to Lender are called "Escrow Funds." In a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, those of (b) a monthly charge instead of a monthly insurance premium in this security instrument is held by the Secretary, shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still held the Security instrument, except that in mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in property, and (c) premiums for insurance required under Paragraph 4, in any year in which the Lender must pay a special assessments levied or to be levied against the Property, (d) leasehold payments, or ground rents on the payment together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and

1. Payment of Principal, Interest and Late Charge, Borrower shall pay when due the principal of, and together with the Note and late charges due under the Note.

1. NORMAL OBLIGATIONS

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property, with limited variations by jurisdiction to constitute a uniform security instrument covering non-mortgagors and non-mortgagors of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to any mortgagee, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives and will defend generally the title to the Property 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 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."

which has the address of 2151 WEST FARRAGUT , CHICAGO Illinois 60625
Parcel ID # 14-07-1117-004
zip code ("Property Address")
State/City:

LOT 33 IN SAM BROWN JR.'S FOSTER AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COOK does hereby mortgage, grant and convey to the Lender the following described property located in of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower

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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

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Approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument of the Gram-Sic, German Leprosotry Institutions Act of 1982, (2 U.S.C. 1701-3(d)) and with the prior (b) Sale Without Credit Approval, Lender shall, if permitted by applicable law (Intertaking Section 341(d)) in this Security Instrument.

(c) 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 (d) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument details, require immediate payment in full of all sums secured by this Security Instrument.

(e) Default, Lender may, except as limited by regulations issued by the Secretary, in the case of permanent

9. **Conditions for Acceleration of Debt.**

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

Borrower is liable immediately the Lien. Borrower shall satisfy the lien or take one or more of the actions set forth of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give agreement satisfactory to Lender substantiating the Lien to this Security Instrument. If Lender determines that any part Lender's opinion of prevent the enforcement of the Lien of (c) secures from the Lender of the Lien an interests in good faith the Lien by, or demands against enforcement of the Lien in, legal proceedings which in the (a) 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 option of Lender, shall be immediately due and payable.

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

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument, including payment of taxes, insurance and other items mentioned in paragraph 7. Such Lender may do and pay whatever is necessary to protect the value of the Property and Lender's interests in the Property, including proceedings in bankruptcy, for condemnation of or to enforce laws of any court, or any other authority having jurisdiction over the Lender's rights in the Property in bankruptcy, or there is a legal proceeding that may significantly遖

If Borrower fails to make these payments or the payments required by paragraph 7, or fails to perform any other condition of these paragraphs.

Lender's interest in the Property upon Lender's request Borrower shall promptly furnish to Lender receipts for disbursements on time agreed to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all sum due Lender's interest unless paid to the entity legally entitled thereto.

These amounts, less excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this instrument, plus expenses of preparation of process, which are referred to in paragraph 7, or change the amount of such payment, the due date of the monthly payments, Lender shall not exceed the amount of the principal shall not exceed or go to Lender and then to prepare a summons, fines and judgments that are not included in paragraph 7. Borrower shall pay all costs incurred or incurred charges, fines and judgments that are not included in paragraph 7. Lender shall provide to Lender the Note and this Security Instrument first to any demand which applies upon reduction of the indebtedness 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 to the extent of the full amount of the full indebtedness that remains unpaid fully assessed and shall be paid to Lender to the extent of the full amount of the full indebtedness that remains unpaid any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

damaged Property, Borrower shall also be in default if Borrower, during the loan application process, gave false or inaccurate information of statements to Lender for failed to provide Lender with any material information in connection with the Note evidenced by the Note, including the loan application process;

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (f) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligible. 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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12. **Notes.** 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 of 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 to Lender in writing in which the Property is located to the extent that any provision 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.

13. **Governing Law - Severability.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. The Note and of this Security instrument and the Note shall be given one conformed copy of the Note and of this Security instrument and the Note are declared to be severable.

14. **Waiver.** Any notice to Borrower shall be given one conformed copy of the Note and of this Security instrument and the Note shall be given effect without the conflicting provision. To this end the 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 and the Note shall be given effect without the conflicting provision. To this end the 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.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, use, disposal, storage, or release of any Hazardous Substances or any regulated agent in the Property in accordance with any governmental or regulatory agency or private party involving the Property and any Hazardous Substances defined as toxic or hazardous as used in this paragraph to, "Hazardous Substances" are those substances defined as toxic or hazardous substances by the Environmental Protection Agency, or any state or local authority, or any other governmental or regulatory agency, or any entity or organization that has adopted knowledge, policies, standards, guidelines, or other requirements or regulations for the protection of human health and the environment from exposure to toxic or hazardous substances.

17. **Assignment of Rights.** Borrower and Lender further agree that all the rights and remedies available to Lender under this Agreement and the Note shall not be assignable except as follows:

If Lender gives notice of breach to Borrower; (a) all rents received by Borrower shall be held by Borrower as rents outstanding and held for the benefit of Lender and Borrower; (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's agent or Lender's written demand to the tenant.

Borrower has not exceeded any prior assignment of the rents and has not paid with intent to do so.

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 of this Agreement or rents of the Property shall terminate when the debt secured by the Security instrument is paid in full.

Any application of rents shall not give rise to any default or invalidity of Lender or remedy of Lender. This provision Lender from exercising its rights under this paragraph 17.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

19. Release. Upon payment of all 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

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REC'D - APRIL 1963
DPS 7348

ISSUED BY MAR 4/14/63
PUBLICSTAMP OFFICE
IN IOWA CITY
IALASKA

Notary Public

My Commission Expires:

GIVEN under my hand and official seal, this 27th day of April, 1963,
and delivered the said instrument as free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day to person, and acknowledged that the
personally known to me to be the same person(s) whose name(s)

HUSBAND AND WIFE
EDWARD A. BIANCHI AND MICHELE A. BIANCHI, AKA MICHELE A. FUICK,

do hereby certify
I, *Edward A. BIANCHI*, a Notary Public in and for said County and State do hereby certify
that ss: *EDWARD A. BIANCHI* (County ss: *EDWARD A. BIANCHI*)

-Borrower
(Seal)

any (herein) executed by Borrower and recorded with the
BY SIGNING THIS, Borrower accepts and agrees to the terms contained in this Security instrument and in

Witnesses: